

CITY OF HUNTINGTON PARK

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

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

Public Comment

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

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

Additions/Deletions

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

Consent Calendar

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

Important Notice

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

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

Thank you.

1. INVOCATION

2. FLAG SALUTE:

Damian Lopez, 6th Grade student and participant of the Huntington Park Power up Summer Day Camp.

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

4. PRESENTATIONS

- 4.1 Presentation to student who led the flag salute: Damien Lopez.**
- 4.2 Proclamation designating August 6, 2013 as National Night Out in the City of Huntington Park.**
- 4.3 Presentation by A Better LA regarding a proposed new Specialty Retail Store on Pacific Boulevard.**
- 4.4 Presentation by Enterprising Leaders for the Advancement of Science and Technology in the Inner-City (ELASTICITY); and presentation of a Certificate of Recognition to ELASTICITY for their accomplishments.**
- 4.5 Presentation of Certificate of Recognition to Dino's Chicken & Burgers for being recognized by Travel.usatoday.com as one of the best takeout restaurants in the Los Angeles area.**

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 Regular meeting held Monday, July 15, 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 August 5, 2013.

COMMUNITY DEVELOPMENT DEPARTMENT

- 6.4 Exclusive Negotiating Agreement with Primestor Development, Inc.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve an Exclusive Negotiating Agreement with Primestor Development, Inc. for the development of a mixed-use project in the City's downtown area.

PUBLIC WORKS DEPARTMENT

- 6.5 Liability Agreement with the County of Los Angeles and County Sanitation District No. 2 to host a Household Hazardous Waste Collection event.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to execute a Liability Agreement with the County of Los Angeles and County Sanitation District No. 2 as a requirement for hosting a Household Hazardous Waste Collection Event at the Public Works Yard on October 26, 2013.

- 6.6 Purchase Order for gasoline and diesel fuel for City vehicles.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to execute a Purchase Order with SC Fuels for the purchase of gasoline and diesel fuel for a not-to-exceed amount of \$295,000 for the 2013-2014 Fiscal Year.

6. CONSENT CALENDAR – (Continued)

POLICE DEPARTMENT

6.7 Approval of vendor for Public Safety Mobile and Surveillance Wireless Mesh Network.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve selection of Sea Hawk Surveillance, Inc. to provide the Public Safety Mobile and Surveillance Wireless Mesh Network.
2. Authorize the City Manager to sign the agreement between the City of Huntington Park and Sea Hawk Surveillance, Inc. upon review of the City Attorney.
3. Authorize the Finance Department to issue necessary purchase order and make payments to facilitate the successful completion of this project.

END OF CONSENT CALENDAR

7. REGULAR AGENDA

COMMUNITY DEVELOPMENT DEPARTMENT

7.1 Award Professional Services Agreement to Lorraine Mendez & Associates to provide consulting services related to the administration of Federal Housing and Urban Development (HUD) Grant Programs.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Award a professional services contract to Lorraine Mendez & Associates for an aggregate amount not-to-exceed \$60,000 to provide services related to the Community Development Block Grant (CDBG), HOME and Lead-Based Paint Programs.
2. Authorize the City Attorney to prepare a professional services contract.
3. Authorize the City Manager to execute the contract.

7. REGULAR AGENDA – (Continued)

7.2 Award a Professional Services Contract 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 Consultant Services to develop a city-wide economic development strategic plan for the Community Development Block Grant Program.
2. Authorize the City Attorney to prepare a professional services contract.
3. Authorize the City Manager to execute the contract and all related documents.

POLICE DEPARTMENT

7.3 Food Services Agreement Renewal.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Renew the Food Services Agreement between the City of Huntington Park and County of Los Angeles for a term of five years.

8. CITY MANAGER'S AGENDA

9. CITY ATTORNEY'S AGENDA

10. WRITTEN COMMUNICATIONS

11. COUNCIL COMMUNICATIONS

11.1 Mayor Mario Gomez

11.1-1 Discussion and/or action regarding Cyber Café uses in the City of Huntington Park.

11.2 Vice Mayor Rosa E. Perez

11.2-1 Discussion and/or action regarding a letter of support for SB 811 (State Highway Route 710) by Senator Ricardo Lara.

11.3 Council Member Ofelia Hernandez

11.4 Council Member Valentin Palos Amezcuita

11.5 Council Member Karina Macias

12. CLOSED SESSION

12.1 Pursuant to California Government Code Section 54956.8,
CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN: 6322-017-901 – 6322-017-910

Agency Negotiator: City Manager

Negotiating Parties: City of Huntington Park and Primestor

Under Negotiation: Price and Terms of Payment

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

Name of Case: State Farm Mutual Automobile Insurance Company v. City of Huntington Park, (Los Angeles Superior Court Case No. 12CH2058)

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

Name of Case: Ronnie Beason vs. City of Huntington Park, WCAB Case No. ADJ938219

12.4 Pursuant to California Government Code 54957,
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

12.5 CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION, pursuant to California Government Code paragraph (4) of Subdivision (c) of Section 54956.9: Number of potential cases: (1).

12. CLOSED SESSION – (Continued)

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

Name of Case: Addison Weeks, Kenneth Chan and Brian Sloma v. City of Huntington Park, et al., Case No. EDCV13-1257

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

Name of Case: Water Replenishment District of Southern California vs. City of Huntington Park, Case No. BC512581

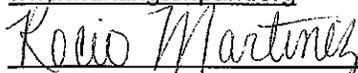
- 12.8 Pursuant to Government Code Section 54956.9(a),
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: Central and West Basin Water Replenishment District v. Adams, LASC Case No. 78665 / CA Water Service Co. v. Compton, Case No. C506806.

13. ADJOURNMENT

NEXT REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, AUGUST 19, 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 1, 2013 on the bulletin board outside City Hall and available at www.huntingtonpark.org



Rocio Martinez, Acting City Clerk

Minutes of the regular meeting of the City Council of the City of Huntington Park held Monday, July 15, 2013.

Following the Invocation, the Pledge of Allegiance to the Flag was led by Elizabeth Olmos, 5th Grade student at Aspire – Huntington Park Charter School Public. 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 Karina Macias, and Mayor Mario Gomez; Absent: Council Member Ofelia Hernandez.

Mayor Gomez and City Council presented a Certificate of Appreciation to Elizabeth Olmos, 5th Grade student at Aspire – Huntington Park Charter School Public for leading the flag salute at the City Council meeting July 15, 2013.

Martin Delgado, representing the Huntington Park Kiwanis Club and Huntington Park Key Club, briefed City Council regarding the Key Club's accomplishments and introduced its current members. Mayor Gomez and City Council presented Certificates of Appreciation and City pins to the following 2012-2013 Huntington Park Key Club members: 1) David Astorga; 2) Jasmen Sandoval; 3) Abigail Garcia; 4) Jesus Buenfil; 5) Vanessa Rodriguez.

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.

Enrique Murillo addressed various concerns to City Council including criminal activity in the City.

Alex Reynoso, representing Reynoso's Hit N' Walk, briefed City Council of the success of their 3rd Annual Community Fair and thanked Vice Mayor Perez for attending. Mr. Reynoso informed City Council of Reynoso's Hit N' Walk's upcoming events and new partnerships.

Martin Delgado, Community Library Manager at Huntington Park Library, informed City Council of upcoming events at the library including summer reading programs, classes and workshops.

Hector Hernandez, Chief Executive Officer at Community Hospital of Huntington Park, informed City Council of the services offered at Community Hospital of Huntington Park and invited City Council to attend their grand opening on July 31, 2013.

Yadira addressed concerns to City Council regarding City parks and playground structures.

Rodolfo Cruz addressed concerns to City Council regarding the City's finances and inquired about City Council meetings to discuss City business.

Candelario Perez addressed City Council to inquire about the status of the proposed rent reduction and maintenance of the former Rugby Senior Housing building.

Jose Solache, President of the Huntington Park Kiwanis Club, thanked City Council for recognizing the Huntington Park Key Club and announced that Martin Delgado will soon be the next president of the Huntington Park Kiwanis Club. Mr. Solache acknowledged former president of the Huntington Park Kiwanis Club Jose Zepeda who was present at tonight's Council meeting.

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

Motion by Perez, seconded by Macias, to approve the Consent Calendar with the noted change on the minutes of the regular meeting of the City Council held, Monday, July 1, 2013 to include the attendance of former members of the City Council and former City Clerk at said meeting, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

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, July 1, 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 July 15, 2013.

FINANCE DEPARTMENT

6.4 Fiscal Year 2013-2014 Gann Expenditure Limit and Modifications under Proposition 111.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2013-34 establishing an appropriations limit for the Fiscal Year 2013-2014 was presented. Motion by Perez, seconded by Macias, to adopt Resolution No. 2013-34, carried as follows: Ayes: Council Member Amezcua, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

6.5 Issuance of Billiard Room Permit.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Issue a Billiard Room Permit for 6032-6034 Santa Fe Avenue as approved by the Planning Commission.

PARKS AND RECREATION DEPARTMENT

6.6 Request for Facility Use and Fee Waiver for the Women's Club Annual Women's Conference.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the request for facility use and fee waiver from the Women's Club for their Annual Women's Conference to be held at the Community Center.

POLICE DEPARTMENT

6.7 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Huntington Park Police Department to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$40,398.
2. Authorize the Chief of Police to sign required documents as "Authorized Grantee Official".

6. CONSENT CALENDAR – (Continued)

3. Authorize the Finance Department to establish appropriate accounts to facilitate acceptance of funds and expenditures.

PUBLIC WORKS DEPARTMENT

6.8 Resolution adopting the Gateway Integrated Regional Water Management Plan (IRWMP).

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2013-35 authorizing the adoption of the Gateway Integrated Regional Water Management Plan dated June 2013 was presented. Motion by Perez, seconded by Macias, to adopt Resolution No. 2013-35, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

END OF CONSENT CALENDAR

7. REGULAR AGENDA

FINANCE DEPARTMENT

7.1 Draft City of Huntington Park Comprehensive Annual Financial Report for Fiscal Year ended June 30, 2012.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive and file the Draft City of Huntington Park Comprehensive Annual Financial Report for Fiscal Year ended June 30, 2012.

Following a presentation by Vazquez & Company LLP on the City's 2012 audit results and there being no objection, Mayor Gomez so ordered this item be received and filed.

7.2 Approve amendment to Finance Department warrant register check approval process.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Amend the Finance Department Policies regarding the warrant register/check approval process.

Following a discussion, motion by Gomez, seconded by Perez, to amend the Finance Department Policies regarding the warrant register/check approval process, **LOST** as follows: Ayes: Vice Mayor Perez and Mayor Gomez; Noes: Council Members Amezcuita and Macias; Absent: Council Member Hernandez. Following a brief discussion and there being no objection, Mayor Gomez so ordered this item be continued.

7.3 Resolution and Annual Report for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year ending June 30, 2014.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

7. REGULAR AGENDA – (Continued)

1. Adopt Resolution No. 2013-36 establishing and ordering the levy and collection of the annual special tax for City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2013-2014 was presented. Motion by Perez, seconded by Macias, to adopt Resolution No. 2013-36, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

7.4 Resolution adopting new class specification for the position of Information Technology Specialist.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2013-37 approving and adopting new class specifications for the position of Information Technology Specialist was presented. Motion by Amezcuita, seconded by Macias, to adopt Resolution No. 2013-37, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

COMMUNITY DEVELOPMENT DEPARTMENT

7.5 Resolution to preserve all existing City owned or designated public parking spaces or parking lots in the City of Huntington Park.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2013-38 to preserve all existing City owned or designated public parking spaces or parking lots in the City of Huntington Park was presented. Motion by Macias, seconded by Amezcuita, to adopt Resolution No. 2013-38, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

PUBLIC WORKS DEPARTMENT

7.6 Highway Safety Improvement Program (HSIP) Grant Application.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the proposed street traffic safety improvement project on Florence Avenue between Salt Lake Avenue and Mountain View Avenue and at the intersection of Florence Avenue and State Street.
2. Authorize the City Manager to execute a Professional Services Agreement with Evans Brooks Associates for the preparation of the conceptual design and the grant application package for a not-to-exceed fee of \$14,000.

Following a PowerPoint presentation by James Enriquez, Director of Public Works/City Engineer, motion by Perez, seconded by Amezcuita, to approve the proposed street traffic safety improvement project on Florence Avenue between Salt Lake Avenue and Mountain View Avenue and at the intersection of Florence Avenue and State Street; and authorize the City Manager to execute a Professional Services Agreement with Evans Brooks Associates for the preparation of the conceptual design and the grant application package for a not-to-exceed fee of \$14,000, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member

7. REGULAR AGENDA – (Continued)

Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

8. CITY MANAGER'S AGENDA

- 8.1 Discussion and/or action correspondence from the League of California Cities for designation of a voting delegate and alternates to the 2013 Annual Conference to be held September 18 through 20, 2013 in Sacramento, California. Motion by Gomez, seconded by Perez, to **designate Mayor Gomez as the voting delegate and Vice Mayor Perez as the voting alternate to the 2013 Annual Conference to be held September 18 through 20, 2013 in Sacramento, California**, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.
- 8.2 Approve the return of unused funds proportionally to each sponsor of the 2011 All-America City Award Competition and authorize staff to send a letter to each sponsor regarding the refunds. Motion by Amezcuita, seconded by Macias, to **approve the return of unused funds proportionally to each sponsor of the 2011 All-America City Award Competition and authorize staff to send a letter to each sponsor regarding the refunds, with the caveat that the letter to the sponsors include the option of donating said funds to organizations in the City**, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.
- 8.3 Update on Ordinance relating to the regulation of fireworks by Chief of Police Cisneros.
- 8.4 Discussion and/or action on the Southeast Services Project representatives and the creation of an ad-hoc committee. There being no objection, Mayor Gomez appointed an ad-hoc committee comprised of Council Member Macias and Mayor Gomez to represent the City of Huntington Park in the Southeast Services Project.

9. CITY ATTORNEY'S AGENDA

10. WRITTEN COMMUNICATIONS

11. COUNCIL COMMUNICATIONS

- 11.1 Mayor Mario Gomez
- 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

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

12. CLOSED SESSION

12.1 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
State Farm Mutual Automobile Insurance Company v. City of Huntington
Park (Los Angeles Superior Court Case No. 13C00269)

Mayor Gomez declared the meeting resolved into closed session to be held immediately in the adjoining conference room at 8:15 p.m.

Following the closed session, the meeting was called to order in the Council Chambers at 8:39 p.m. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: Council Member Ofelia Hernandez.

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

Mayor Gomez declared the meeting adjourned at 8:40 p.m.

Mario Gomez, Mayor

Rocio Martinez, Acting City Clerk

CITY OF HUNTINGTON PARK

Demand Register

8/5/2013

Date: 8/1/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AAA ELECTRICAL SUPPLY INC	103495-00	111-8022-419.43-10	FLUORESCENT LIGHTS	32.70	N
	103496-00	535-8016-431.61-45	STREET LAMPS	286.58	N
				319.28	
AARON CRUZ	6/4-7/9/2013	111-6060-466.33-20	INT. FOLKLORICO	105.60	N
	6/4-7/9/2013	111-6060-466.33-20	BEG. FOLKLORICO	184.80	N
	6/3-7/8/2013	111-6060-466.33-20	INT. FOLKLORICO	132.00	N
	6/3-7/8/2013	111-6060-466.33-20	ADV. FOLKLORICO	132.00	N
	6/3-7/8/2013	111-6060-466.33-20	FOLKLORICO	52.80	N
	6/4-7/9/2013	111-6060-466.33-20	ADV. FOLKLORICO	132.00	N
				739.20	
ABC BATTERY	89927	741-8060-431.43-20	TWO SETS 4D 12V BATTERIES	581.76	N
				581.76	
ACTION DOOR REPAIR CORP.	86309	111-6022-451.43-10	AUTO DOOR MAINTENANCE	180.00	N
	86310	111-8022-419.43-10	AUTO DOOR MAINTENANCE	180.00	N
				360.00	
ADAN RAMIREZ	42446	111-0000-347.50-00	REFUND- PEE WEE SPORTS	25.00	N
				25.00	
ADMIN SURE	6497	745-9030-413.33-70	AUG 13 WORKERS COMP ADMIN	7,080.40	N
				7,080.40	
ADMINISTRATIVE SERVICES COOP, INC.	312545	219-0250-431.56-45	JUN13 FIESTA TAXI SERVICE	65,945.63	N
				65,945.63	
ADOLFO PACHECO	6/3-7/10/2013	111-6060-466.33-20	KARATE	501.60	N
	6/3-7/10/2013	111-6060-466.33-20	GUITAR	211.20	N

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				712.80	
AFFORDABLE CLEARING HOUSING	20977-14912	681-0000-228.70-00	WATER FINAL BILL REFUND	9.43	N
				9.43	
AFSCME COUNCIL 36	PPE 7/21/2013	802-0000-217.60-10	AFSCME DUES	777.60	Y
				777.60	
ALBERT/RUTH PUSSELL TRUST	2003-21682	681-0000-228.70-00	WATER FINAL BILL REFUND	65.10	N
				65.10	
ALL CITY MANAGEMENT SERVICES	31932	111-7022-421.56-41	SCHOOL CROSSING SERVICES	223.36	N
				223.36	
ALLTECH INDUSTRIES INC.	1169	111-6010-451.56-41	JUN 13 SECURITY SRVCS- PK	7,312.50	N
	2169	111-6010-451.56-41	JUN 13 SECURITY SRVCS- PR	1,663.00	N
				8,975.50	
ALMA GOMEZ	42087	111-0000-347.20-00	REFUND- SOCCER CAMP	99.00	N
				99.00	
ALVAKA NETWORKS	150550NP	111-7010-421.56-41	NETWORK ENGINEER SERVICES	1,050.00	N
	150483SA	111-7010-421.56-41	ONSITE NETWORK SERVICES	900.00	N
	150387SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	660.00	N
	150399SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	660.00	N
	150484SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	660.00	N
	150214SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	907.50	N
	150225SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	715.00	N
	150303SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	440.00	N
	150372SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	440.00	N
	150422	111-9010-419.56-64	AUG 13 NETWORK MANAGEMENT	1,220.00	N

CITY OF HUNTINGTON PARK

Demand Register

8/5/2013

Date: 8/1/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
ALVAKA NETWORKS	150444	111-9010-419.56-64	AUG 13 NETWORK MONITORING	2,068.00	N
	150564SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	1,100.00	N
	150414	111-7010-421.56-41	AUG 13 NETWORK MANAGEMENT	1,220.00	N
	150453	111-7010-421.56-41	AUG 13 NETWORK MONITORING	5,389.00	N
	150244	111-9010-419.56-64	JUL 13 NETWORK MANAGEMENT	1,220.00	N
	150265	111-9010-419.56-64	JUL 13 NETWORK MONITORING	2,068.00	N
20,717.50					
AMERI PRIDE UNIFORM SERVICES INC	1400599805	111-8020-431.16-20	UNIFORM LAUNDRY / RENTAL	113.22	N
	1400599805	741-8060-431.61-20	UNIFORM LAUNDRY / RENTAL	23.00	N
	1400604208	111-8020-431.16-20	UNIFORM LAUNDRY/ RENTAL	113.22	N
	1400604208	741-8060-431.61-20	UNIFORM LAUNDRY/ RENTAL	23.00	N
	1400608698	111-8020-431.16-20	UNIFORM LAUNDRY/ RENTAL	125.71	N
	1400608698	741-8060-431.43-20	UNIFORM LAUNDRY/ RENTAL	23.00	N
421.15					
AMERICAN FAMILY LIFE ASSURANCE	PPE 7/21/2013	802-0000-217.50-40	CANCER INSURANCE	152.30	Y
	152.30				
AMERICAN PAPER PLASTIC SERVICES INC	913737	535-6090-452.61-20	JUMBO TOILET TISSUE	553.28	N
	913757	111-7020-421.43-10	URINAL SCREENS FOR PD	39.09	N
592.37					
AMI ADINI & ASSOCIATES, INC.	10-51936	741-8060-431.43-20	JUL 13 UST OPERATOR SRVCS	165.00	N
	165.00				
ANDREW WING	7/16/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
	88.00				
ANGELA CASTILLO	7714	111-0000-228.70-00	OVERPAYMENT REFUND	16.28	N

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				16.28	
ANGELA CORNEJO	2040 BUS 343	746-0218-413.35-10	TUTITION REIMBURSEMENT	184.60	N
				184.60	
ANGELICA PRECIADO	3129851	111-0000-228.70-20	PARKING TICKET REFUND	87.50	N
				87.50	
ANTHONY PRAJIN	11639-10120	681-0000-228.70-00	WATER FINAL BILL REFUND	7.74	N
				7.74	
ARROWHEAD MOUNTAIN SPRING WATER	03G0030358998	239-5060-463.61-20	7/10-7/12/13 WATER DLVRY	35.75	N
				35.75	
ARTURO HERNANDEZ	3125420	111-0000-228.70-20	PARKING TICKET REFUND	307.50	N
				307.50	
AT & T MOBILITY	15211	111-0000-228.70-00	OVERPAYMENT REFUND	99.00	N
				99.00	
BACKGROUNDS UNLIMITED	2469	111-7010-421.56-41	BACKGROUND INVESTIGATION	893.80	N
				893.80	
BARETT CHENEVERT	7/3/2013	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	44.00	N
				44.00	
BARR & CLARK INC	36047	246-5098-463.73-10	LBP INSPECTION/ASSESSMENT	600.00	N
	36051	246-5098-463.73-10	LBP INSPECTION/ASSESSMENT	800.00	N
	36060	246-5098-463.73-10	LBP CLEARANCE INSPECTION	285.00	N
	36069	246-5098-463.73-10	LBP CLEARANCE INSPECTION	150.00	N

CITY OF HUNTINGTON PARK

Demand Register

8/5/2013

Date: 8/1/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
	36087	246-5098-463.73-10	LBP CLEARANCE INSPECTION	1,835.00	N
				3,670.00	
BENEFIT ADMINISTRATION CORPORATION	6024743-IN	111-0230-413.56-41	JUN 13 ADMIN FEES	50.00	N
	2012	111-0230-413.56-41	FLEXIBLE BENEFITS PLAN	628.79	N
				678.79	
BG PRINTING	24792	286-8050-432.54-00	BULKY ITEM DOOR HANGERS	1,340.70	N
				1,340.70	
BRENDA NAVARRETE	3132451	111-0000-228.70-20	PARKING TICKET REFUND	47.50	N
				47.50	
BRINK'S INC.	2423190370	231-3024-415.33-10	JUL 13 BANK COURIER SRVCS	89.08	N
	2423190370	111-3010-415.33-10	JUL 13 BANK COURIER SRVCS	178.15	N
	2423190370	681-3022-415.33-10	JUL 13 BANK COURIER SRVCS	178.15	N
				445.38	
BROADCAST MUSIC INC	23752123	111-6010-451.56-41	ANNUAL MUSIC LICENSE FEE	651.00	N
				651.00	
BURDGEICOOPER	3916786-IN	111-1010-411.61-20	BLUE JACKETS FOR RESOLUTI	77.84	N
				77.84	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 5/12/2013	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	28,479.34	N
	PPE 5/12/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	24,500.92	N
	PPE 5/12/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	70,416.76	N
	PPE 6/23/2013	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	51,048.93	N
	PPE 6/23/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	25,141.30	N
	PPE 6/23/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	165,155.40	N

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 5/26/2013	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	28,543.12	N
	PPE 5/26/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	24,315.76	N
	PPE 5/26/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	70,694.01	N
	PPE 6/9/2013	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	28,592.34	N
	PPE 6/9/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	24,479.10	N
	PPE 6/9/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	70,773.26	N
				612,140.24	
CALIFORNIA CONSULTING	JULY 2013	111-0210-413.56-41	CONSULTING SERVICES	4,000.00	N
	JULY 2013	111-0210-413.56-41	MILEAGE/ COPIES/ CALLS	164.42	N
				4,164.42	
CALIFORNIA POLICE CHIEFS ASSN.	2013/2014	111-7010-421.64-00	CPCA MEMBERSHIP DUES	1,600.00	N
				1,600.00	
CALIFORNIA SIGHT SEERS, INC.	1382	219-0250-431.57-70	TRANSPORTATION SERVICES	850.00	N
				850.00	
CALPELRA	2013-2014	111-0230-413.64-00	CALPELRA ANNUAL MEMBER	350.00	N
				350.00	
CALPERS	1041	746-0213-413.52-30	AUG 13 HEALTH PREMIUM	164,053.25	N
	1041	217-0230-413.28-00	AUG 13 HEALTH PREMIUM	109,932.15	N
	1041	746-0213-413.56-41	AUG 13 ADMIN FEES	474.34	N
	1041	217-0230-413.56-41	AUG 13 ADMIN FEES	474.34	N
				274,934.08	
CANON	12912947	111-3011-419.43-05	AUG 13 COPIER LEASE PYMNT	332.02	N
	12912947	681-3022-415.43-05	AUG 13 COPIER LEASE PYMNT	332.02	N
				664.04	

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CDS OFFICE PRODUCTS INC	253886-0	111-7010-421.61-20	COPIER PAPER PALLETTE	1,406.10	N
				1,406.10	
CDW GOVERNMENT, INC.	DD51913	111-7030-421.61-20	DVD DUPLICATOR	550.45	N
	DF22643	239-6060-466.61-20	EPSON CINEMA PROJECTOR	703.91	N
				1,254.36	
CELL BUSINESS EQUIPMENT	IN1521626	111-7010-421.44-10	TONER	39.10	N
				39.10	
CENTRAL BASIN MWD	HP-MAY 13	681-8030-461.41-00	WATER SERVICE CHARGES	5,142.25	Y
	HP-JUL 13	681-8030-461.41-00	WATER SERVICE CHARGES	6,479.79	Y
				11,622.04	
CENTRAL FORD	213595	741-8060-431.43-20	UNIT # 907 ABS CONTROLLER	637.54	N
	213692	741-8060-431.43-20	UNIT # 907 CREDIT MEMO	-110.00	N
	213480	741-8060-431.43-20	UNIT # 914 AIRBAG LIGHT	11.52	N
	213512	741-8060-431.43-20	UNIT # 138 HOSE	68.40	N
	213599	741-8060-431.43-20	UNIT #908 ELECTRIC WINDOW	108.79	N
	213658	741-8060-431.43-20	UNIT #902 ELECTRIC WINDOW	70.62	N
				786.87	
CHARTER COMMUNICATIONS	7/1-7/31/2013	121-7040-421.56-14	Acct # 824510070389644	42.44	N
				42.44	
CINDY SOTO	42637	111-0000-347.50-00	REFUND- KINDER BALLET	115.00	N
				115.00	
CITY OF HUNTINGTON PARK - DENTAL	PPE 7/21/2013	746-0000-217.50-20	CITY OF HP- DENTAL	1,607.32	N

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				1,607.32	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 7/21/2013	802-0000-217.30-30	SECTION 125	287.49	Y
				287.49	
CITY OF HUNTINGTON PARK GEA	PPE 7/21/2013	802-0000-217.60-10	GEN EMPLOYEE PRE-PAID LGL	164.50	Y
				164.50	
CITY OF HUNTINGTON PARK- HEALTH	PPE 7/21/2013	746-0000-217.50-10	CITY OF HP- HEALTH	1,650.01	N
				1,650.01	
CITY OF SIGNAL HILL	LAR UR2-613-5	283-8040-432.56-41	DEPOSIT WATERSHED PROGRAM	12,571.07	Y
				12,571.07	
CLAUDE J. BILODEAU	2013-2014	111-8020-431.15-20	TOOL ALLOWANCE	400.00	N
				400.00	
CLINICAL LAB OF SAN BERNARDINO, INC	929448	681-8030-461.56-41	JUN 13 WATER SAMPLE TEST	1,068.50	N
				1,068.50	
COLFIN A1 CA 5 LLC	20913-1820	681-0000-228.70-00	WATER CREDIT REFUND	62.09	N
				62.09	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 7/21/2013	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,867.70	Y
				1,867.70	
COUNTY OF L.A. PUBLIC LIBRARY	APR-JUN 2013	239-5210-463.57-86	AFTERSCHOOL HW ASSISTANCE	2,029.85	N
				2,029.85	
COUNTY OF LOS ANGELES DEPT	FY 2013-2014	111-0240-466.64-00	LOCAL AGENCY COMM CHARGES	1,224.03	N

CITY OF HUNTINGTON PARK

Demand Register

8/5/2013

Date: 8/1/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				1,224.03	
CREDITRON CORPORATION	19185	111-3013-415.56-41	SCANNER SOFTWARE MAINT.	988.92	N
	19185	681-3022-415.56-41	SCANNER SOFTWARE MAINT.	988.92	N
				1,977.84	
CRISTINA ROJAS	41532	111-0000-228.20-00	REFUND- RENTAL DEPOSIT	150.00	N
				150.00	
CYCLE SAFE, INC.	3115	334-4010-431.73-10	DECORATIVE BIKE RACKS	8,835.00	N
				8,835.00	
CYNTHIA ESPINOZA	41816	111-0000-347.70-00	REFUND- FACILITY RENTAL	795.00	N
	41816	111-0000-347.30-00	REFUND- FACILITY RENTAL	336.00	N
	41816	111-0000-228.20-00	REFUND- FACILITY RENTAL	500.00	N
				1,631.00	
CYNTHIA GARCIA	42719	111-0000-347.20-00	REFUND- SOCCER CAMP	99.00	N
				99.00	
D&R OFFICE WORKS, INC.	2048-R1	111-0230-413.43-05	3 FOUR DRAWER FILES	999.53	Y
				999.53	
DAILY JOURNAL CORPORATION	B2478677	111-0120-413.54-00	NOTICE OF HEARING	294.00	N
	B2484103	285-8050-432.64-00	NOTICE OF HEARING	186.00	N
	B2484707	533-5020-463.56-65	NOTICE OF HEARING	966.00	N
	B2492127	239-7055-424.61-20	NOTICE OF HEARING	176.40	N
	B2495771	239-7055-424.61-20	ORDINANCE PUBLICATION	415.80	N
	B2492120	111-5010-419.54-00	ORDINANCE PUBLICATION	176.40	N
				2,214.60	

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
DAPEER, ROSENBLIT & LITVAK	6993	239-7055-424.32-50	MAR 13 CODE ENFORCEMENT	25.81	N
	7181	239-7055-424.32-50	MAY 13 CODE ENFORCEMENT	27.98	N
	7264	239-7055-424.32-50	JUN 13 CODE ENFORCEMENT	3,001.92	N
	7265	111-0220-411.32-20	JUN 13 POLICE MATTERS	832.60	N
			3,888.31		
DATAPROSE, INC.	744904	681-8030-461.54-00	JUN 13 WATER BILL CYCLES	1,265.60	N
	744904	681-3022-415.53-20	JUN 13 POSTAGE CYCLES	1,189.91	N
	744904	242-5050-463.61-20	JUN 13 SPECIAL INSERTS	508.04	N
	744904	681-3022-415.56-41	JUN 13 SPECIAL INSERTS	1,107.49	N
			4,071.04		
DAVID EVANS AND ASSOCIATES, INC.	333543	212-6010-451.73-10	ARCHITECTUAL SERVICES	530.51	N
			530.51		
DE LAGE LANDEN	18667966	111-7010-421.44-10	JUL 13 COPIER LEASE PYMNT	685.56	N
	18752529	111-0210-413.43-05	JUL 13 COPIER LEASE PYMNT	27.50	N
	18752529	111-0230-413.43-05	JUL 13 COPIER LEASE PYMNT	27.50	N
			740.56		
DELTACARE USA	5456203	746-0214-413.52-70	JUL 13 DENTAL BENEFITS	79.13	N
	5456202	746-0214-413.52-70	JUL 13 DENTAL BENEFITS	3,905.35	N
			3,984.48		
DEPARTMENT OF ANIMAL CARE & CONTROL	JUNE 2013	111-7065-441.56-41	MONTHLY HOUSING COSTS	8,813.74	N
			8,813.74		
DEPARTMENT OF JUSTICE	978605	111-7030-421.56-41	JUN 13 FINGERPRINT APPS	625.00	N
			625.00		

CITY OF HUNTINGTON PARK

Demand Register

8/5/2013

Date: 8/1/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
DEPARTMENT OF WATER RESOURCES	1024	681-8030-461.41-00	WATERMASTER SERVICES	8,075.67	Y
				8,075.67	
DESI ALVAREZ	JUNE 2012	681-8030-461.56-41	CONSULTING SERVICES	1,960.00	Y
	JUNE 2012	283-8040-432.56-41	CONSULTING SERVICES	5,740.00	Y
				7,700.00	
DUNCAN PARKING TECHNOLOGIES	INV014245	231-7060-421.61-20	LIBERTY METER AUTOTRAX	391.00	N
				391.00	
E.J. WARD, INC.	0052564-IN	741-8060-431.43-20	FUEL SYSTEM MAINTENANCE	3,822.00	N
				3,822.00	
EDITH ROSALES	42825	111-0000-347.20-00	REFUND- SOCCER CAMP	99.00	N
				99.00	
EDUARDO RAMIREZ	41258	111-0000-228.20-00	REFUND- RENTAL DEPOSIT	250.00	N
				250.00	
EL LEON	15624	111-0000-228.70-00	OVERPAYMENT REFUND	29.38	N
				29.38	
ENTERPRISE FM TRUST	FBN2378900	229-7010-421.74-10	JUL 13 MONTHLY CAR LEASE	662.94	N
	1975	741-8060-431.43-20	WASTE DISPOSAL SERVICES	1,554.66	N
				2,217.60	
ENVIRONMENTAL & CHEMICAL CONSULTING	1928	741-8060-431.43-20	WASTE DISPOSAL SERVICES	1,920.43	N
				1,920.43	
ERNIE V MARTINEZ	2013-2014	741-8060-431.15-20	TOOL ALLOWANCE	400.00	N

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid YIN
ESTELA AMAYA	3104	111-0000-228.70-00	OVERPAYMENT REFUND	47.90	N
				47.90	
ESTELA RAMIREZ	7/2-7/5/2013	111-6060-466.33-20	DROP IN PILATES & AEROBIC	21.00	N
	7/1-7/3/2013	111-6060-466.33-20	DROP IN MORNING AEROBICS	5.60	N
				26.60	
EULALIO C. BRAVO	3119732	111-0000-351.10-10	OVERPAYMENT REFUND	89.50	N
				89.50	
EWING IRRIGATION PRODUCTS, INC.	6608308	535-6090-452.61-20	TEMP IRRIGATION FITTINGS	412.71	N
	6592524	535-6090-452.61-20	PVC CEMENT/ SWIVEL HOSE	379.31	N
	6600518	535-6090-452.61-20	PVC PIPE	1,857.97	N
	6656803	535-6090-452.61-20	CREDIT MEMO #8091077	-362.77	N
				2,287.22	
EXPERIAN	CD1401002408	242-5060-463.64-00	RES REHAB CREDIT REPORTS	27.00	N
				27.00	
F&A FEDERAL CREDIT UNION	PPE 7/21/2013	802-0000-217.60-40	F & A CREDIT UNION	23,299.68	N
				23,299.68	
FERMIN R. CASTILLO	2013-2014	111-8022-419.15-20	TOOL ALLOWANCE	400.00	N
				400.00	
FERNANDA RODAS	42270	111-0000-347.50-00	REFUND- PIANO	45.00	N
				45.00	

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
FERNANDO MEDINA JR.	719-7113/2013	111-6030-451.61-35	YOUTH BASEBALL UMPIRE	412.00	N
				412.00	
FINANCIAL PACIFIC INSURANCE CO.	2	212-6010-451.73-10	SLT TRAIL PROGRESS PYMNT	82,632.87	N
				82,632.87	
FIRESTONE COMPLETE AUTO CARE	104807	741-8060-431.43-20	ALIGNMENT SERVICES # 913	315.98	N
				315.98	
FOTORAMA	1225	111-9010-419.61-20	CITY COUNCIL PHOTOGRAPHS	327.00	N
				327.00	
GATEWAY CHIROPRACTIC	14028	111-0000-228.70-00	OVERPAYMENT REFUND	380.00	N
				380.00	
GERARDO AVILA CONCRETE PUMPING	4601	111-8010-431.61-20	CONCRETE PUMP-SLT PARK	230.00	Y
				230.00	
GISELA GONZALEZ	42638	111-0000-228.20-00	REFUND- RENTAL DEPOSIT	410.00	N
				410.00	
GLENN ANAISCOURT	42244	111-0000-228.20-00	REFUND- RENTAL DEPOSIT	150.00	N
				150.00	
GLIMMER BODY ART	24878	111-6020-451.61-35	CRAFT SUPPLIES	39.60	N
				39.60	
GOVERNMENT FINANCE OFFICERS ASSN.	0152005	111-3010-415.64-00	MEMBERSHIP RENEWAL	595.00	N
				595.00	

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
GRABBER POWER PRODUCTS	0049659-IN	111-8010-431.61-20	INDUSTRIAL VACUUM PARTS	64.64	N
				64.64	
GRAFFITI PROTECTIVE COATINGS INC.	3326-0613	220-8070-431.56-41	JUN 13 BUS STOP MAINT	6,151.86	N
	2205-0313	111-8095-431.56-75	MAR 13 PARK GRAFFITI RMVL	6,175.00	N
	2205-0413	111-8095-431.56-75	APR 13 PARK GRAFFITI RMVL	6,175.00	N
	2205-0513	111-8095-431.56-75	MAY 13 PARK GRAFFITI RMVL	6,175.00	N
	2205-0613	111-8095-431.56-75	JUN 13 PARK GRAFFITI RMVL	6,175.00	N
	1005-0613	111-8095-431.56-75	JUN 13 GRAFFITI REMOVAL	20,521.00	N
	1005-0613	239-8095-431.56-75	JUN 13 GRAFFITI REMOVAL	4,666.66	N
	1005-0513	111-8095-431.56-75	MAY 13 GRAFFITI REMOVAL	20,521.00	N
	1005-0513	239-8095-431.56-75	MAY 13 GRAFFITI REMOVAL	4,666.66	N
	1005-0413	111-8095-431.56-75	APR 13 GRAFFITI REMOVAL	20,521.00	N
	1005-0413	239-8095-431.56-75	APR 13 GRAFFITI REMOVAL	4,666.66	N
	1005-0313	111-8095-431.56-75	MAR 13 GRAFFITI REMOVAL	20,521.00	N
	1005-0313	239-8095-431.56-75	MAR 13 GRAFFITI REMOVAL	4,666.66	N
				131,602.50	
GREAT PACIFIC EQUIPMENT, INC.	26410	741-8060-431.43-20	DIELECTRIC RETEST	340.00	N
				340.00	
HOME DEPOT	6042273	535-6090-452.61-20	WEDGE ANCHORS	27.99	N
	5042318	535-6090-452.61-20	CONCRETE MIX	103.33	N
	5573580	535-6090-452.61-20	WIRE ROPE	23.92	N
	1095687	111-6022-451.43-10	AIR GRILLE	16.29	N
	6582848	111-8022-419.43-10	ANTI SKID PADS	21.59	N
	0172490	111-6022-451.43-10	1 GALLON BUG SPRAY	9.78	N
	7086034	111-6022-451.43-10	REC CENTER PAINT	15.07	N
	7086034	111-7020-421.43-10	LIGHT BULB	38.22	N
	8174043	111-6022-451.43-10	FLUORESCENT LIGHT BULBS	41.39	N
	0563059	221-8014-429.61-20	BREAKERS	60.34	N

CITY OF HUNTINGTON PARK

Demand Register

8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
HOME DEPOT	0575427	221-8014-429.61-20	COUPLER	19.53	N
	0043001	111-6020-451.61-35	DUCT TAPE/ CABLE TIES	78.81	N
				456.26	
HUNTINGTON CAR WASH	7/1-7/15/2013	741-8060-431.43-20	CITY CAR WASH SERVICES	147.00	N
				147.00	
HUNTINGTON PARK DOG & CAT HOSPITAL	0640	111-7065-441.56-41	VETERINARY SERVICES	50.00	N
				50.00	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 7/21/2013	802-0000-217.60-10	POLICE MANAGEMENT DUES	140.00	Y
				140.00	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 7/21/2013	802-0000-217.60-10	POLICE OFFICER ASSN DUES	4,400.90	Y
				4,400.90	
HYUNDAI MOTOR FINANCE	1210457940	111-0210-413.15-50	JUL 13 CITY CAR LEASE	576.33	Y
				576.33	
IPS GROUP INC.	3020	231-3024-415.33-10	METER CREDIT CARD FEE	419.44	N
				419.44	
ISLAND PRESS	7/11/2013	111-5010-419.61-20	PARKING REFORM BOOK	37.70	N
				37.70	
ITRON, INC.	288790	681-3022-415.43-05	6/1-8/31/13 MVR'S SOFTWARE	540.85	N
				540.85	
JANO BDERIAN	7/11-7/18/2013	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	176.00	N
				176.00	

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
JESUS MONTOYA	3117080	111-0000-351.10-10	OVERPAYMENT REFUND	137.00	N
				137.00	
JOHN'S PAINT & HARDWARE INC.	3452	111-7020-421.43-10	PD HARDWARE SUPPLIES	122.61	N
				122.61	
JOSE LUIS IRIARTE	2013-2014	741-8060-431.15-20	TOOL ALLOWANCE	400.00	N
				400.00	
JOSE NEVAREZ	41662	111-0000-228.20-00	REFUND- RENTAL DEPOSIT	500.00	N
				500.00	
JOSE SALINAS	7/15-7/25/2013	111-6060-466.33-20	VOLLEYBALL	156.80	N
				156.80	
JOSEFINA DELGADO	41579	111-0000-347.50-00	REFUND- PRE BALLE	80.00	N
				80.00	
JOSEPH KEARNEY	7/9-7/20/2013	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	352.00	N
				352.00	
JUAN ANTONIO BAUTISTA	6/8-7/13/2013	111-6060-466.33-20	KARATE AND FITNESS	243.20	N
				243.20	
JULIE CAJEN	12436	111-0000-228.70-00	OVERPAYMENT REFUND	16.28	N
				16.28	
JULIO F. QUINONEZ	2013-2014	111-8022-419.15-20	TOOL ALLOWANCE	400.00	N
				400.00	

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
KAREN WARNER ASSOCIATES	548	239-5060-463.56-41	CDBG/ HOME PROGRAM ADMIN	2,356.96	N
	548	246-5098-463.56-41	CDBG/ HOME PROGRAM ADMIN	3,096.40	N
				5,453.36	
KOURY GEOTECHNICAL SERVICES INC.	16340	283-8040-432.56-41	STORM DRAIN REPAIR-ZOE	2,265.00	N
				2,265.00	
KRONOS INC.	10775062	227-7096-421.74-10	APPLICATION CONSULTANT	95.00	N
				95.00	
LA COUNTY SHERIFF'S DEPT	135209WC	111-7022-421.56-41	JUN 13 CUSTODY FOOD SRVC	1,129.05	N
				1,129.05	
LACMTA	800056023	219-0250-431.58-50	JUN 13 S/D TAP SALES	3,486.00	N
				3,486.00	
LANDS END BUSINESS OUTFITTERS	SIN904956	111-0000-399.90-90	CITY APPERAL	36.40	N
	SIN904956	111-3010-415.61-20	CITY LOGO/ SHIPPING	40.33	N
				76.73	
LB JOHNSON HARDWARE CO #1	655607	111-6022-451.43-10	REPAIR PARTS -WATER LINE	139.29	N
				139.29	
LEAGUE OF CALIFORNIA CITIES	8/1/2013	111-0110-411.65-13	MEETING FEE- M. GOMEZ	59.00	Y
				59.00	
LEONARD GARCIA	7/4/2013	239-6060-466.61-20	PRCHASE REIMBURSEMENT	10.86	N
	7/4/2013	111-6020-451.61-35	PRCHASE REIMBURSEMENT	108.00	N
				118.86	

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
LETICIA LOPEZ	42114	111-0000-347.20-00	REFUND- SOCCER CAMP	99.00	N
				99.00	
LGP EQUIPMENT RENTALS INC	30883	535-6090-452.61-20	ROTARY TILLER	182.85	N
	30935	535-6090-452.61-20	ROTARY TILLER	187.85	N
	30922	535-6090-452.61-20	ROTARY TILLER	182.85	N
				553.55	
LIEBERT CASSIDY WHITMORE	166881	111-0230-413.56-41	MEMBER DUES 2013-2014	3,059.00	N
				3,059.00	
LILIA GARCIA	35257	111-0000-347.50-00	REFUND- SUMMER CAMP	85.00	N
				85.00	
LILIANA PADILLA	42526	111-0000-347.50-00	REFUND- PRE BALLET	40.00	N
				40.00	
LINGO INDUSTRIAL ELECTRONICS	31996	221-8014-429.61-20	PPB CAP & SWITCH ADA	650.73	Y
	31998	221-8014-429.61-20	12" ASSORTED LED BALLS	995.17	Y
				1,645.90	
LUZ CABRALES	41978	111-0000-228.20-00	REFUND- CLUB ROOM 2	75.00	N
				75.00	
MAG SWEEPING, INC.	JULY 2013	111-8010-431.56-41	STREET SWEEPING SERVICES	55,663.55	N
	JULY 2013	220-8070-431.56-41	STREET SWEEPING SERVICES	4,203.33	N
	JULY 2013	220-8010-431.56-41	STREET SWEEPING SERVICES	2,333.33	N
	JULY 2013	231-3024-415.56-41	STREET SWEEPING SERVICES	8,333.33	N
	JULY 2013	533-5020-463.56-41	STREET SWEEPING SERVICES	3,333.33	N

CITY OF HUNTINGTON PARK

Demand Register

8/5/2013

Date: 8/1/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				73,866.87	
MANUEL E. SOLIS LAW FIRM-CALI	13861	111-0000-228.70-00	OVERPAYMENT REFUND	228.11	N
				228.11	
MARIA DOLORES TRUJILLO	3139123	111-0000-228.70-20	PARKING TICKET REFUND	47.50	N
				47.50	
MARIANA RODRIGUEZ	41719	111-0000-347.50-00	REFUND-SUMMER CAMP	40.00	N
				40.00	
MAYRA OCHOA	42540	111-0000-347.50-00	REFUND- BEG BALLE	40.00	N
				40.00	
MILES MAGNET CENTER	41745	111-0000-228.20-00	REFUND- RENTAL DEPOSIT	150.00	N
				150.00	
MISC-RELOCATION PROJECT	8/5/2013	246-5098-463.56-41	RELOCATION BENEFIT	398.50	Y
				398.50	
MITY-LITE	IN-540766	239-6060-466.61-20	TABLES	1,597.21	N
				1,597.21	
NAPA PARTS WHOLESALÉ	036714	741-8060-431.43-20	SIL-GLYDE LUBRICANT	44.11	N
				44.11	
NATION WIDE RETIREMENT SOLUTIONS	PPE 7/21/2013	802-0000-217.40-10	DEFERRED COMP	21,850.06	N
				21,850.06	
NICHOLE LANDRY	7/9-7/16/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	264.00	N

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				264.00	
NORWALK SUPERIOR COURT	MAY 2013	111-3010-415.56-10	D/V PARKING BAIL CHARGES	280.00	N
	MAY 2013	111-3010-415.56-10	PARKING CITE BAIL CHARGES	18,437.50	N
				18,717.50	
PARS	26205	111-9010-419.56-41	MAY 13 PARS ARS FEE	477.09	N
	26081	217-0230-413.56-41	APR 13 PARS REP FEES	2,000.00	N
	26311	217-0230-413.56-41	MAY 13 PARS REP FEES	2,000.00	N
				4,477.09	
PATRICIA SOUZA	41664	111-0000-347.50-00	REFUND- BALLET	80.00	N
				80.00	
PINNACLE TRAINING & CONSULTING	13205	111-7010-421.59-30	CLASS REGISTRATION FEES	185.00	N
				185.00	
PRESS TELEGRAM CLASSIFIED	10378184	111-4010-431.54-00	ORDINANCE- MUNI CODE 7	394.25	N
				394.25	
PURCHASE POWER	10567493	111-9010-419.53-20	POSTAGE METER REFILL	1,064.43	N
	14982136	111-7040-421.56-41	PD POSTAGE METER REFILL	500.00	N
				1,564.43	
RAUL A ARAGON	3133107	111-0000-228.70-20	PARKING TICKET REFUND	47.50	N
				47.50	
RESOURCE BUILDING MATERIALS	1353717	535-6090-452.61-20	MARBLE WHITE CHALK	346.67	N
				346.67	

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
RICARDO MARQUEZ	E4403	746-0218-413.35-10	TUITION REIMBURSEMENT	317.56	N
				317.56	
RICK CUIREL	JULY 2013	111-7030-421.61-20	K9 BOARDING REIMBURSEMENT	277.65	N
				277.65	
RIO HONDO COLLEGE	1213RANGEHPPD29	111-7010-421.56-41	RANGE USAGE FEE	900.00	N
				900.00	
ROBERT B CASE	2013-2014	741-8060-431.15-20	TOOL ALLOWANCE	400.00	N
				400.00	
ROBERT CUETO	41782	111-0000-228.20-00	REFUND- RENTAL DEPOSIT	500.00	N
				500.00	
ROSA CEDILLO	41714	111-0000-347.20-00	REFUND- SOCCER CAMP	99.00	N
				99.00	
ROSA JIMENA OCHOA	6/4-7/9/2013	111-6060-466.33-20	HIP HOP I	312.80	N
	6/7-7/12/2013	111-6060-466.33-20	HIP HOP II	128.80	N
				441.60	
RUTAN & TUCKER, LLP	666805	111-0220-411.32-70	JUN 13 GEN LEGAL SERVICES	25,333.96	N
	666809	111-0220-411.32-70	JUN 13 LEGAL SERVICES	60.00	N
	666810	111-0220-411.32-70	JUN 13 FINANCIAL ISSUES	1,639.30	N
	666806	681-8030-461.32-70	JUN 13 WATER LEGAL SRVCS	500.00	N
	666807	681-8030-461.32-70	JUN 13 WRD LEGAL SRVCS	3,932.50	N
	666808	283-8040-432.32-70	JUN 13 STORM LEGAL SRVCS	20.00	N
				31,485.76	

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SALVADOR ORTEGA	2013-2014	111-8020-431.15-20	TOOL ALLOWANCE	400.00	N
				400.00	
SANDRA ARCE	41136	111-0000-228.20-00	REFUND- RENTAL DEPOSIT	500.00	N
				500.00	
SANDRA URIAS	5/18/2013	745-9031-413.52-30	CLAIM SETTLEMENT	159.48	Y
				159.48	
SC FUELS	2242568	741-8060-431.62-30	CITY FUEL PURCHASE	26,133.52	N
				26,133.52	
SCAN C/O CITY TV	10.80.1328	223-9010-419.56-41	SCAN ANNUAL MEMBERSHIP	80.00	N
				80.00	
SEAN SMITH	41601	111-0000-228.20-00	REFUND- RENTAL DEPOSIT	400.00	N
				400.00	
SERGIO IBARRA	15186	111-0000-228.70-00	OVERPAYMENT REFUND	24.42	N
				24.42	
SERGIO SERPAS	4758	111-0000-228.70-00	OVERPAYMENT REFUND	16.03	N
				16.03	
SHELL FLEET PLUS	079043758307	111-7010-421.61-20	CITY FUEL PURCHASE	627.26	Y
				627.26	
SOUTHEAST CHURCHES SERVICES CENTER	APR-JUN 2013	239-5210-463.57-83	4TH QUARTER PAYMENT	2,500.00	N
				2,500.00	

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SOUTHEAST RIO VISTA FAMILY YMCA	JAN-JUN 2013	239-5210-463.57-82	AFTERSCHOOL PROGRAM	5,000.00	N
				5,000.00	
SOUTHERN CALIFORNIA EDISON	6/4-7/3/2013	535-8016-431.62-10	Acct # 2-03-684-7622	24.96	N
	6/1-7/1/2013	535-8016-431.62-10	Acct # 2-01-854-8206	17.95	N
	6/4-7/3/2013	535-8016-431.62-10	Acct # 2-01-854-8958	24.96	N
	6/4-7/3/2013	535-8016-431.62-10	Acct # 2-01-854-9170	24.96	N
	6/1-7/1/2013	535-8016-431.62-10	Acct # 2-01-855-1648	35.93	N
	6/3-7/2/2013	535-8016-431.62-10	Acct # 2-01-855-2976	761.15	N
	6/3-7/2/2013	535-8016-431.62-10	Acct # 2-01-855-3073	229.60	N
	6/7-7/9/2013	535-8016-431.62-10	Acct # 2-07-717-3938	541.14	N
	6/1-7/1/2013	535-8016-431.62-10	Acct # 2-23-307-1521	42.69	N
	6/3-7/2/2013	535-8016-431.62-10	Acct # 2-23-626-6821	25.13	N
	6/7-7/9/2013	535-8016-431.62-10	Acct # 2-29-179-3206	100.39	N
	6/11-7/11/2013	535-8016-431.62-10	Acct # 2-29-179-3487	123.78	N
	6/11-7/11/2013	535-8016-431.62-10	Acct # 2-29-179-3537	101.37	N
	6/10-7/10/2013	535-8016-431.62-10	Acct # 2-29-179-3594	117.10	N
	6/11-7/11/2013	535-8016-431.62-10	Acct # 2-29-179-3610	107.39	N
	6/7-7/9/2013	535-8016-431.62-10	Acct # 2-29-179-3651	88.58	N
	6/7-7/9/2013	535-8016-431.62-10	Acct # 2-29-179-3677	79.50	N
	6/10-7/10/2013	535-8016-431.62-10	Acct # 2-29-179-3750	102.62	N
	6/11-7/11/2013	535-8016-431.62-10	Acct # 2-29-179-3792	109.98	N
	6/7-7/9/2013	535-8016-431.62-10	Acct # 2-29-179-3909	61.74	N
	6/7-7/9/2013	535-8016-431.62-10	Acct # 2-29-174-3974	139.32	N
	6/4-7/3/2013	535-8016-431.62-10	Acct # 2-29-179-4006	52.76	N
	6/5-7/5/2013	535-8016-431.62-10	Acct # 2-29-265-1189	16.73	N
	6/5-7/5/2013	535-8016-431.62-10	Acct # 2-32-117-2827	410.85	N
	5/6-6/25/2013	535-8016-431.62-10	Acct # 2-28-688-4416	3,651.68	N
	6/1-7/1/2013	535-8016-431.62-10	Acct # 2-15-735-6858	5,612.45	N
	6/4-7/3/2013	535-8016-431.62-10	Acct # 2-15-735-6825	1,895.16	N
	6/4-7/3/2013	231-3024-415.62-10	Acct # 2-15-735-6825	273.15	N

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SOUTHERN CALIFORNIA EDISON	6/3-7/2/2013	231-3024-415.62-10	Acct # 2-18-373-3120	562.03	N
	4/8-6/6/2013	681-8030-461.62-20	Acct # 2-01-854-9501	2,817.25	N
	6/6-7/9/2013	681-8030-461.62-20	Acct # 2-01-854-9501	9,867.17	N
	6/17-7/17/2013	681-8030-461.62-20	Acct # 2-01-855-1713	5,556.40	N
	6/17-7/17/2013	681-8030-461.62-20	Acct # 2-01-855-1754	1,106.30	N
	6/17-7/17/2013	111-6022-451.62-10	Acct # 2-01-855-1754	1,106.30	N
	6/17-7/17/2013	111-6022-451.62-10	Acct # 2-03-995-0639	2,253.92	N
	6/17-7/17/2013	535-8016-431.62-10	Acct # 2-28-666-9312	93.54	N
	6/17-7/17/2013	535-8016-431.62-10	Acct # 2-28-666-9395	71.37	N
	6/17-7/17/2013	535-8016-431.62-10	Acct # 2-28-688-3483	62.07	N
	6/17-7/17/2013	535-8016-431.62-10	Acct # 2-28-688-3616	89.22	N
	6/17-7/17/2013	535-8016-431.62-10	Acct # 2-28-688-3871	102.70	N
	6/17-7/17/2013	535-8016-431.62-10	Acct # 2-28-688-3939	79.56	N
	6/17-7/17/2013	535-8016-431.62-10	Acct # 2-28-688-4184	145.67	N
	6/17-7/17/2013	535-8016-431.62-10	Acct # 2-28-688-4218	35.96	N
	6/17-7/17/2013	535-8016-431.62-10	Acct # 2-29-265-1205	291.62	N
	6/17-7/17/2013	535-8016-431.62-10	Acct # 2-29-265-1387	51.16	N
	6/17-7/17/2013	535-8016-431.62-10	Acct # 2-29-265-1403	98.92	N
	6/17-7/17/2013	535-8016-431.62-10	Acct # 2-29-265-1494	178.54	N
	6/17-7/17/2013	535-8016-431.62-10	Acct # 2-31-764-8304	124.83	N
	6/18-7/18/2013	221-8014-429.62-10	Acct # 2-23-189-3090	34.90	N
	6/18-7/17/2013	681-8030-461.62-20	Acct # 2-19-925-1018	10,983.60	N
	6/17-7/17/2013	111-8020-431.61-20	Acct # 2-01-855-1671	1,918.82	N
	6/17-7/17/2013	111-8020-431.62-10	Acct # 2-01-855-1747	42.16	N
	6/17-7/17/2013	111-6022-451.62-10	Acct # 2-01-855-1630	26.47	N
	6/17-7/17/2013	111-6022-451.62-10	Acct # 2-03-994-9920	814.97	N
	6/17-7/17/2013	111-6022-451.62-10	Acct # 2-01-855-1812	605.46	N
	6/18-7/18/2013	111-6022-451.62-10	Acct # 2-34-797-7555	1,849.28	N
	6/18-7/18/2013	535-8016-431.62-10	Acct # 2-01-854-7588	25.30	N
	5/30-7/18/2013	535-8016-431.62-10	Acct # 2-28-120-2671	760.75	N
	6/18-7/18/2013	535-8016-431.62-10	Acct # 2-29-179-3420	296.55	N

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SOUTHERN CALIFORNIA EDISON	6/18-7/18/2013	535-8016-431.62-10	Acct # 2-29-179-3701	53.03	N
	6/18-7/18/2013	535-8016-431.62-10	Acct # 2-29-179-3826	97.39	N
	6/18-7/18/2013	535-8016-431.62-10	Acct # 2-29-179-3867	96.64	N
	6/18-7/18/2013	535-8016-431.62-10	Acct # 2-29-265-1031	88.85	N
	6/18-7/18/2013	535-8016-431.62-10	Acct # 2-29-265-1130	88.14	N
	6/18-7/18/2013	535-8016-431.62-10	Acct # 2-01-855-1937	25.30	N
	6/4-7/3/2013	111-7020-421.62-10	Acct # 2-34-282-3044	136.20	N
	6/5-7/5/2013	111-7020-421.62-10	Acct # 2-11-903-2886	6,576.74	N
	6/3-7/2/2013	221-8014-429.62-10	Acct # 2-01-854-8529	48.63	N
	6/3-7/2/2013	221-8014-429.62-10	Acct # 2-23-626-6854	141.06	N
	6/3-7/2/2013	221-8014-429.62-10	Acct # 2-33-807-1848	88.65	N
	6/5-7/5/2013	221-8014-429.62-10	Acct # 2-15-895-7720	3,055.95	N
	5/31-7/1/2013	681-8030-461.62-20	Acct # 2-01-854-7307	2,673.88	N
	5/31-7/1/2013	681-8030-461.62-20	Acct # 2-01-854-7885	54.18	N
	6/5-7/5/2013	111-8022-419.62-10	Acct # 2-01-854-7638	768.88	N
	6/5-7/5/2013	681-8030-461.62-20	Acct # 2-01-854-7638	1,794.04	N
	6/4-7/3/2013	111-8022-419.62-10	Acct # 2-01-854-7661	1,148.80	N
	6/4-7/3/2013	681-8030-461.62-20	Acct # 2-01-854-7661	1,148.80	N
	5/31-7/1/2013	111-6022-451.62-10	Acct # 2-01-854-7232	27.13	N
	6/7-7/9/2013	111-6022-451.62-10	Acct # 2-01-854-7489	27.28	N
	6/4-7/3/2013	111-6022-451.62-10	Acct # 2-01-854-9089	24.45	N
	6/10-7/10/2013	111-6022-451.62-10	Acct # 2-32-564-3120	29.02	N
	5/6-6/5/2013	111-7020-421.62-10	Acct # 2-27-682-4422	806.23	N
	5/29-6/27/2013	221-8014-429.62-10	Acct # 2-01-855-2612	72.42	N
	5/17-6/18/2013	221-8014-429.62-10	Acct # 2-23-189-3090	37.13	N
	5/29-6/27/2013	221-8014-429.62-10	Acct # 2-32-914-2632	44.02	N
	5/29-6/27/2013	221-8014-429.62-10	Acct # 2-33-807-1582	47.61	N
	5/31-7/1/2013	681-8030-461.62-20	Acct # 2-01-854-8644	2,395.57	N
	5/15-6/17/2013	681-8030-461.62-20	Acct # 2-01-855-1531	3,712.03	N
	5/15-6/17/2013	681-8030-461.62-20	Acct # 2-01-855-1572	3,620.02	N
	5/17-6/18/2013	681-8030-461.62-20	Acct # 2-19-925-1018	9,500.47	N

CITY OF HUNTINGTON PARK

Demand Register

8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SOUTHERN CALIFORNIA EDISON	5/29-6/27/2013	111-6022-451.62-10	Acct # 2-01-854-7448	25.26	N
	5/29-6/27/2013	111-6022-451.62-10	Acct # 2-01-854-7539	25.12	N
	5/30-6/28/2013	111-6022-451.62-10	Acct # 2-01-855-2836	25.12	N
	5/30-6/28/2013	111-6022-451.62-10	Acct # 2-26-482-0861	869.71	N
	5/17-6/18/2013	111-6022-451.62-10	Acct # 2-34-797-7555	1,647.84	N
	5/17-6/18/2013	535-8016-431.62-10	Acct # 2-01-854-7588	27.14	N
	5/17-6/18/2013	535-8016-431.62-10	Acct # 2-01-855-1937	27.14	N
	5/24-6/25/2013	535-8016-431.62-10	Acct # 2-01-855-2240	50.39	N
	5/29-6/27/2013	535-8016-431.62-10	Acct # 2-28-666-9353	79.30	N
	5/29-6/27/2013	535-8016-431.62-10	Acct # 2-28-688-3640	53.00	N
	5/29-6/27/2013	535-8016-431.62-10	Acct # 2-28-688-3798	59.16	N
	5/29-6/27/2013	535-8016-431.62-10	Acct # 2-28-688-4051	69.55	N
	5/29-6/27/2013	535-8016-431.62-10	Acct # 2-28-688-4127	54.95	N
	5/29-6/27/2013	535-8016-431.62-10	Acct # 2-28-688-4242	90.82	N
	5/29-6/27/2013	535-8016-431.62-10	Acct # 2-28-688-4333	145.62	N
	6/3-7/2/2013	535-8016-431.62-10	Acct # 2-29-179-3396	263.19	N
	5/31-7/1/2013	535-8016-431.62-10	Acct # 2-29-179-3933	226.26	N
	5/24-6/25/2013	535-8016-431.62-10	Acct # 2-29-265-0868	71.80	N
	5/24-6/25/2013	535-8016-431.62-10	Acct # 2-29-265-0926	55.64	N
	5/24-6/25/2013	535-8016-431.62-10	Acct # 2-29-265-0959	57.64	N
	5/28-6/26/2013	535-8016-431.62-10	Acct # 2-29-265-0983	101.72	N
	5/24-6/25/2013	535-8016-431.62-10	Acct # 2-29-265-1007	208.92	N
	5/31-7/1/2013	535-8016-431.62-10	Acct # 2-29-265-1346	74.60	N
	5/31-7/1/2013	535-8016-431.62-10	Acct # 2-29-265-1361	98.51	N
	5/28-6/26/2013	535-8016-431.62-10	Acct # 2-29-265-1411	139.96	N
	5/24-6/25/2013	535-8016-431.62-10	Acct # 2-29-265-1429	73.14	N
	5/28-6/26/2013	535-8016-431.62-10	Acct # 2-29-265-1437	67.48	N
	5/24-6/25/2013	535-8016-431.62-10	Acct # 2-29-265-1452	121.47	N
5/24-6/25/2013	535-8016-431.62-10	Acct # 2-29-265-1536	126.47	N	
5/31-7/1/2013	535-8016-431.62-10	Acct # 2-29-265-1551	142.84	N	
5/31-7/1/2013	535-8016-431.62-10	Acct # 2-29-519-1068	134.79	N	

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				100,448.90	
SPARKLETT'S	4592412062713	111-1010-411.61-20	6/12/-6/25/13 WATER DLVRY	4.44	N
				4.44	
STACY MEDICAL CENTER	3160-33703	111-7022-421.56-15	CUSTODY EXAMS	1,654.71	N
				1,654.71	
STAPLES ADVANTAGE	3204184386	111-9010-419.61-25	PRINTER TONER/ MARKERS	273.57	Y
	3204184387-89	111-0110-411.61-25	CERTIFICATES/ DOC HOLDERS	363.44	Y
	3204184390-91	111-0210-413.61-20	PRINTER TONER/ SUPPLIES	183.68	Y
	3204184392	111-0230-413.61-25	LEGAL SIZE FILE FOLDERS	73.14	Y
	3204184393-394	111-1010-411.61-20	CLASSIFICATION FOLDERS	341.98	Y
	3204184395-397	111-3010-415.61-25	FILE FOLDERS/ COLOR PAPER	399.71	Y
	3204184398	111-5010-419.61-25	CREDIT MEMO	-35.43	Y
	3204184401	111-6010-451.61-25	2-POCKET PORT 10PK WHITE	103.66	Y
	3204184402-04	111-7010-421.61-20	SAFE/ ENVELOPES/ BATTERIE	491.43	Y
	3204184405-08	111-7022-421.61-27	COLOR PRINTER TONERS	1,551.85	Y
	3204184409-10	111-7030-421.61-25	PRINTER TONERS/ CD-DVD	300.45	Y
	3204184411	111-7040-421.61-31	HANGING FOLDERS/ BINDERS	403.51	Y
				4,450.99	
STATE FARM AUTOMOBILE INSURANCE CO.	3/16/2013	745-9031-413.52-30	CLAIM SETTLEMENT	1,044.11	Y
				1,044.11	
STATE FARM MUTUAL	9/7/2011	745-9031-413.52-30	CLAIM SETTLEMENT	5,657.59	Y
				5,657.59	
SUPERIOR ELECTRIC MOTOR SERV INC	93313	111-7020-421.43-10	POLICE GATE MOTOR	263.24	N
				263.24	

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SWEET DREAMS LINGERIE	12367	111-0000-228.70-00	OVERPAYMENT REFUND	19.53	N
				19.53	
TECHDEPOT	B13065359V1	111-9010-419.56-64	2 SONIC WALLS- PARKS	1,455.76	Y
				1,455.76	
TELEPACIFIC COMMUNICATIONS	4790338-0	111-7010-421.53-10	CITY INTERNET SERVICES	548.61	Y
	4790338-0	111-9010-419.53-10	CITY INTERNET SERVICES	1,162.82	Y
				1,711.43	
THE GAS COMPANY	3/11-4/9/2013	111-6022-451.62-10	Acct # 164-700-48006	91.51	N
	6/7-7/8/2013	111-6022-451.62-10	Acct # 038-340-0782	21.30	N
	6/11-7/11/2013	111-6022-451.62-10	Acct # 057-261-1221	24.12	N
	6/10-7/9/2013	111-8020-431.62-10	Acct # 128-200-7700	83.49	N
	6/7-7/9/2013	111-7020-421.62-10	Acct # 158-400-4800	413.58	N
	6/7-7/9/2013	111-8022-419.62-10	Acct # 162-600-4800	42.19	N
	6/10-7/9/2013	111-6022-451.62-10	Acct # 180-797-9760	27.00	N
	6/7-7/9/2013	111-6022-451.62-10	Acct # 164-700-4800-6	129.49	N
	6/7-7/9/2013	111-6022-451.62-10	Acct # 161-800-7700	145.63	N
				978.31	
THEODORA BURCIAGA	12202	111-0000-228.70-00	OVERPAYMENT REFUND	16.28	N
				16.28	
TIFCO INDUSTRIES	70867453	741-8060-431.43-20	MISC GARAGE SUPPLIES	240.37	N
				240.37	
TRIANGLE SPORTS	28199	111-6030-451.61-35	GIRLS BASKETBALL UNIFORM	2,732.63	N
				2,732.63	

CITY OF HUNTINGTON PARK

Demand Register

8/5/2013

Date: 8/1/2013

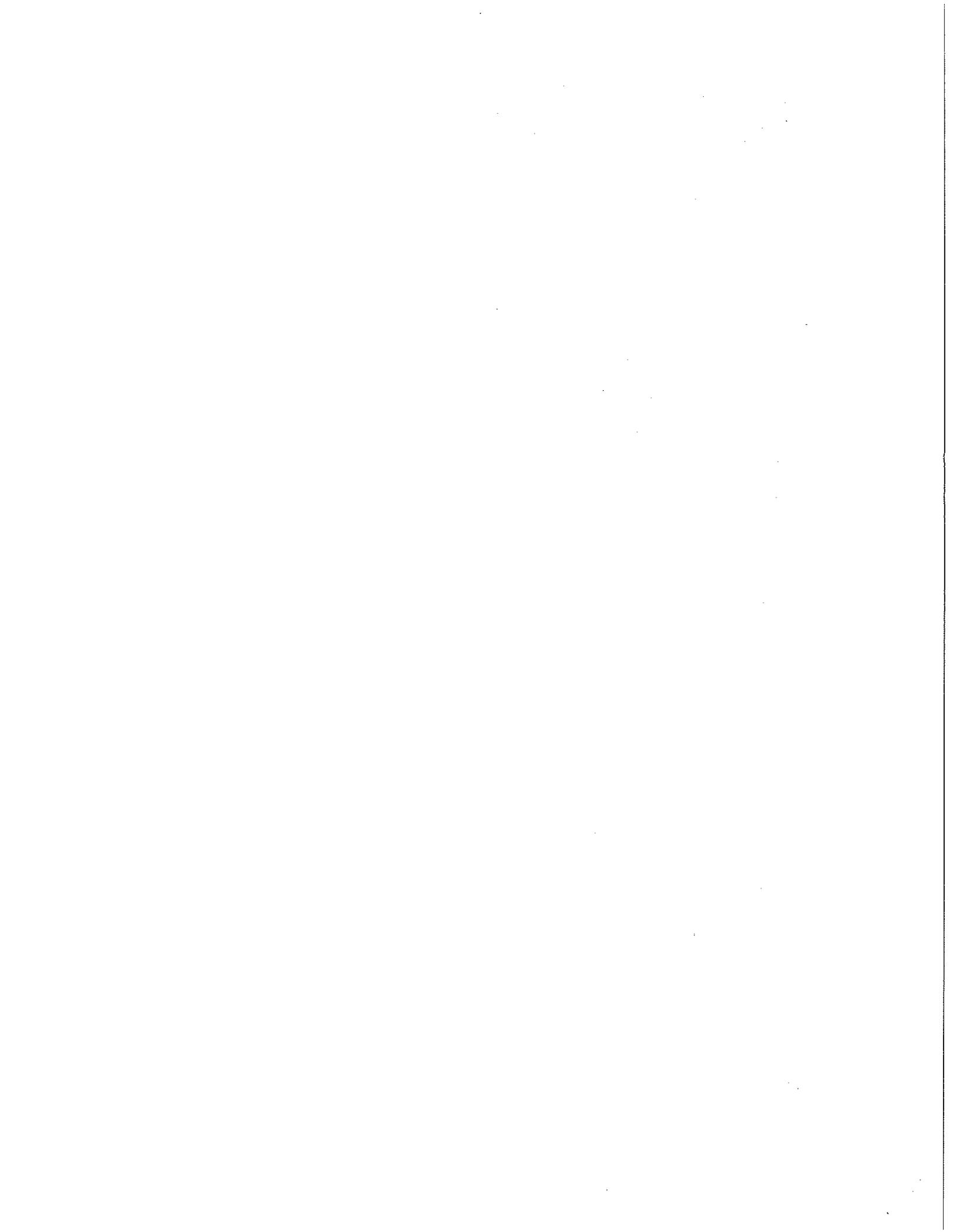
Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
TRUGREEN LANDCARE	7536917	535-6090-452.56-60	JUN 13 CITY GROUNDS MAINT	12,337.17	N
	7536917	231-3024-415.56-41	JUN 13 CITY GROUNDS MAINT	2,250.00	N
	7536917	111-8095-431.56-60	JUN 13 CITY GROUNDS MAINT	17,010.69	N
	7535740	535-6090-452.61-20	PEREZ PARK SOIL REPORT	150.00	N
	7535739	535-6090-452.61-20	PEREZ PK SPRT SOIL REPORT	150.00	N
				31,897.86	
U.S. BANK	PPE 7/21/2013	802-0000-217.30-20	PARS PART-TIME	1,835.45	Y
	PPE 7/21/2013	802-0000-217.30-20	CITY OF HP-PARS EMPLOYEE	3,610.25	Y
	PPE 7/21/2013	802-0000-218.10-05	CITY OF HP-PARS EMPLOYER	12,875.56	Y
	PPE 7/21/2013	802-0000-218.10-05	CITY OF HP-PARS REP	3,275.00	Y
				21,596.26	
U.S. HEALTH WORKS	2300762-CA	111-7022-421.56-15	BLOOD ALCOHOL COLLECTION	25.00	N
				25.00	
UNION PACIFIC RAILROAD CO	261343536	111-6010-451.56-41	LS-RENT, INDEX	161.59	N
				161.59	
UNIONPRINT	4	111-6020-451.61-35	TOWN HALL FLYERS	192.00	N
				192.00	
UNITED WAY OF GREATER	PPE 7/21/2013	802-0000-217.60-20	UNITED WAY	5.00	Y
				5.00	
VERONICA QUINTANILLA	42694	111-0000-347.50-00	REFUND- BALLOON/ CAKE	79.00	N
				79.00	
WELLS FARGO	4937	111-0210-413.64-00	ICA CONF LODGING-CITY MN	461.86	Y
	4937	111-0110-411.58-18	VM PEREZ ICA ROOM CREDIT	-230.93	Y

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WELLS FARGO	4937	111-9010-419.53-10	MAYOR IPHONE 4S REPAIRS	216.91	Y
	4937	111-0210-413.61-20	CM-ICA CONF FUEL PURCHASE	60.00	Y
	4937	111-0230-413.64-00	ONLINE PD JOB POSTING	210.00	Y
	9184	111-0210-413.61-20	J. WONG FAREWELL LUNCH	130.77	Y
	9184	111-0210-413.61-20	K-CUPS	14.39	Y
	9184	111-0230-413.61-20	LAPTOP BATTERY REPLACE	29.27	Y
	9184	111-0230-413.61-20	K-CUPS	14.39	Y
	1653	111-3010-415.61-20	FUEL-FINANCE VEHICLE 6/21	50.27	Y
	1653	111-3010-415.61-20	FUEL-FINANCE VEHICLE 7/14	29.22	Y
	1653	111-3010-415.64-00	BUSINESS LUNCH- MAG SWEEP	8.00	Y
	1653	239-5035-465.64-00	BUSINESS LUNCH- COM DEV	85.77	Y
	4362	239-7055-424.61-23	MOVIE LICENSE FEE	321.00	Y
	9184	111-9010-419.61-20	PASTIES- ROSARITO VISIT	59.97	Y
				1,460.89	
WELLS FARGO BANK-FIT	PPE 7/21/2013	802-0000-217.20-10	WELLS FARGO BANK-FIT	56,479.94	N
			56,479.94		
WELLS FARGO BANK-MEDICARE	PPE 7/21/2013	802-0000-217.10-10	WELLS FARGO BANK-MEDICARE	7,281.08	N
			7,281.08		
WELLS FARGO BANK-SIT	PPE 7/21/2013	802-0000-217.20-20	WELLS FARGO BANK-FIT	20,321.42	N
			20,321.42		
WEST GOVERNMENT SERVICES	827554509	111-7030-421.56-41	JUN 13 WEST INFO. SERVICE	416.59	N
			416.59		
WESTERN EXTERMINATOR COMPANY	1340879	111-6022-451.56-41	JUN 13 EXTERMINATOR SRVCS	81.00	N
	1340879	111-8022-419.56-41	JUN 13 EXTERMINATOR SRVCS	43.00	N
	1340879	111-8020-431.56-41	JUN 13 EXTERMINATOR SRVCS	59.00	N

CITY OF HUNTINGTON PARK
Demand Register
8/5/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				183.00	
WILMAR	290813823	111-6022-451.43-10	DOOR CYLINDERS-REC CENTER	77.60	N
				77.60	
WTS LOS ANGELES CHAPTER	7/29/2013	111-0110-411.58-18	REGISTRATION- R. PEREZ	40.00	Y
	7/29/2013	111-0210-413.64-00	REGISTRATION-R. BOBADILLA	40.00	Y
				80.00	
XEROX CORPORATION	068832421	111-8020-431.43-05	JUN 13 COPIER BASE CHARGE	148.11	N
	068832421	285-8050-432.43-05	JUN 13 COPIER BASE CHARGE	148.11	N
	068832421	681-8030-461.43-05	JUN 13 COPIER BASE CHARGE	148.11	N
				444.33	
YAUD MORENO	7/11-7/20/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	176.00	N
				176.00	
ZUMAR INDUSTRIES, INC.	0146310	221-8014-429.61-20	TRAFFIC CONES	846.93	N
				846.93	
Grand Total				1,841,463.16	



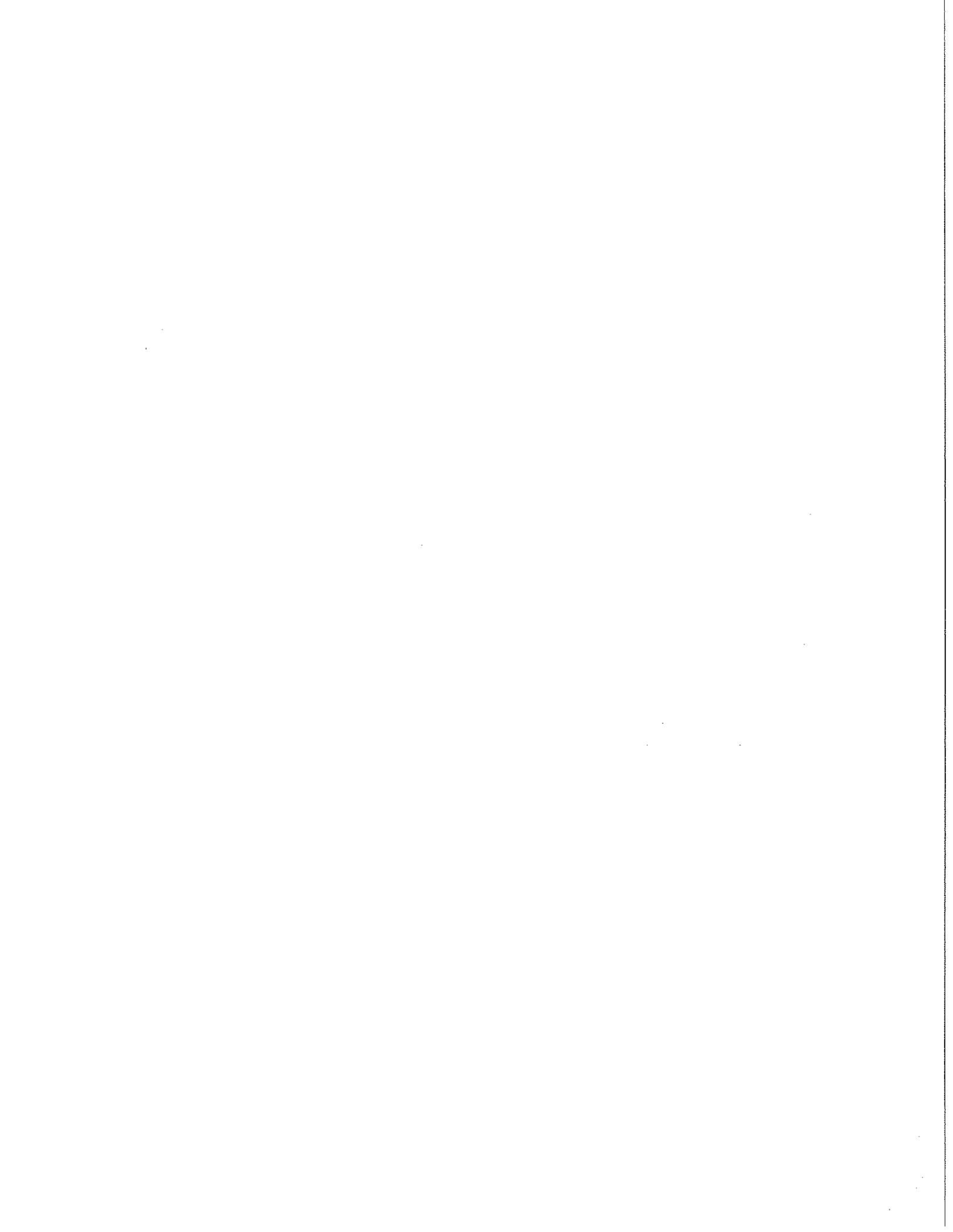
CITY OF HUNTINGTON PARK
WARRANT REGISTER

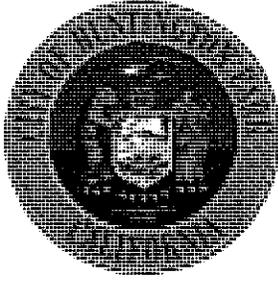
8/5/2013

SALARY CHARGES OF EMPLOYEES: PAY PERIOD ENDING

PPE 7/21/2013

FUND	FUND DESCRIPTION	AMOUNT
111	GENERAL FUND	551,507.32
212	P & R GRANTS	
216	EMPLOYEE RETIREMENT FUND	
219	SALES TAX-TRANSIT FUND - A	4,906.36
220	SALES TAX-TRANSIT FUND - C	4,637.84
221	STATE GASOLINE TAX FUND	13,211.45
222	MEASURE R	
224	OFFICER TRAFFIC SAFETY	
226	AIR QUALITY IMPROVEMENT	
227	OFFICE OF CRIMINAL JUSTICE	
228	POLICE SUPP LAW ENF SERV	
229	ASSET FORFEITURE	678.56
231	PARKING SYSTEM FUND	6,030.08
232	ART IN PUBLIC PLACES FUND	
239	FEDERAL CDBG FUND	13,827.72
242	HUD HOME PROGRAM	7,277.48
246	PROPERTY REHABILITATION	440.54
283	SEWER MAINTENANCE FUND	396.04
285	SOLID WASTE MANAGEMENT FUND	2,036.32
286	ILLEGAL DISPOSAL ABATEMENT	7,295.65
287	SOLID WASTE RECYCLE GRANT	
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	6,527.65
681	WATER DEPARTMENT FUND	10,332.48
741	FLEET MAINTAINENCE FUND	9,080.93
745	RISK MANAGEMENT FUND	6,611.22
746	EMPLOYEE BENEFIT FUND	6,069.35
GRAND TOTAL		650,935.21





CITY OF HUNTINGTON PARK

Community Development Department

City Council Agenda Report

August 5, 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:

EXCLUSIVE NEGOTIATING AGREEMENT WITH PRIMESTOR DEVELOPMENT, INC.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve an Exclusive Negotiating Agreement with Primestor Development, Inc (Primestor) for the development of a mixed-use project in the City's downtown area.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 22, 2013 the City awarded a professional services contract to Primestor to develop a Revitalization Strategy for Downtown Huntington Park. The strategy will provide a pragmatic action plan that will include an analysis of issues and opportunities, identification of development opportunity sites and recommended tenant solicitation list, and the development of a conceptual streetscape improvement plan to enhance pedestrian safety and activity within the downtown area. In the process of developing the strategy, City staff and Primestor have identified potential development sites for the downtown.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In an effort to proceed with the City's revitalization strategy, staff and Primestor have been exploring opportunities to develop City-owned properties located in the downtown area. Several properties have been identified as priority sites with potential to attract transit-oriented development. To facilitate negotiations for the development properties owned by the City, staff recommends that the City Council approve an Exclusive Negotiating Agreement with Primestor.

EXCLUSIVE NEGOTIATING AGREEMENT WITH PRIMESTOR DEVELOPMENT, INC

August 5, 2013

Page 2 of 2

CONCLUSION

Approval of the ENA will allow City staff and Primestor to explore opportunities for potential development of a mixed-use, transit oriented development project in the City's downtown.

Respectfully submitted,



RENÉ BOBADILLA, P.E.
City Manager



Julio Morales
Director of Finance

ATTACHMENTS

A. Exclusive Negotiating Agreement

ATTACHMENT A

EXCLUSIVE NEGOTIATING AGREEMENT

This Exclusive Negotiation Agreement ("Agreement") is dated for reference purposes as of July 26, 2013 (the "Reference Date") and is entered into by and between the CITY OF HUNTINGTON PARK (the "Owner") and PRIMESTOR DEVELOPMENT, INC., a Nevada corporation (the "Developer"). The Owner and Developer are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

A. The subject matter of this Agreement is that certain real property consisting of approximately 2.34 acres, located at 6713 Rita Avenue (for reference purpose only) in the City of Huntington Park, California (the "City"), Parcel Nos. 6322-017-901, 902, 903, 904, 905, 906, 907, 908, 909 and 910 and as shown on the "Site Map" attached hereto as Exhibit A, and incorporated herein by this reference (the "Site").

B. The Owner and Developer wish to enter into this Agreement for negotiation of a Development and Disposition Agreement (the "DDA") for the Site and which, pursuant to further Owner action, could ultimately result in the Developer's development of a commercial project thereon (the "Project").

C. The Developer and the Owner are willing to enter into this Agreement setting forth the terms pursuant to which the Owner will negotiate with the Developer on an exclusive basis for a period of eighteen (18) months (subject to extensions as herein provided) regarding the terms and conditions of the DDA for the redevelopment of the Site.

D. The Owner anticipates that following execution of this Agreement and through the ENA Period (as defined below), the staff, consultants and attorneys of the Owner will devote substantial time and effort in meeting with the Developer and its representatives, reviewing proposals, plans and reports, meeting with financial institutions and potential tenants, and discussing providing aid and assistance to the Developer in connection with the proposed Project, and in negotiating and preparing the DDA.

AGREEMENT

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Parties mutually agree as follows:

1. Term of Agreement.

Except as otherwise provided herein, the term of this Agreement shall commence on the Reference Date and shall end on the last day of the eighteen (18) months (the "Initial ENA Period"). If, prior to the end of the ENA Period, the Developer and the Owner (each in the exercise of its sole discretion) have not entered into the DDA, then this Agreement shall

automatically terminate and, except as expressly provided herein, neither party hereto shall have any further rights or obligations under this Agreement.

2. Extension of Agreement.

Provided that the Developer is not in default under this Agreement and that the Developer has met the deadlines as set forth in the Performance Schedule contained in Section 4, the ENA Period may be automatically extended twice for one hundred and eighty (180) calendar day terms each at the sole discretion of Developer (each term respectively known as the Second and Third ENA periods).

3. Mutual Agreement To Negotiate Exclusively; Good Faith Negotiations.

During the Initial ENA Period and each subsequent ENA Period, if any, the Owner shall not negotiate with any person or entity other than the Developer regarding the development of the Site.

The Parties agree that, during the Initial ENA Period and each subsequent ENA Period, if any, they shall negotiate in good faith with each other concerning development of the Project on the Site and the contemplated DDA to be entered into by the Parties. The specific area or areas of the Site upon which the Project will be developed will be addressed in the DDA, among other terms and provisions. Without limiting the generality of the foregoing, the Owner and the Developer agree to commence negotiation of the DDA promptly after this Agreement is fully executed and agree diligently and in good faith to prosecute such negotiations with the intention of finalizing the DDA, subject to the requirements of this Agreement, as soon as practicable and feasible for them, but in all events prior to the expiration of the final ENA Period in effect for this Agreement.

Each Party acknowledges and agrees that the other Party shall be deemed to be acting in good faith so long as it makes reasonable efforts to attend scheduled meetings, directs its consultants to cooperate with the other Party, provides information reasonably necessary to the negotiations to the other Party, and uses its best efforts promptly to review and return with comments all correspondence, reports, documents or agreements received from the other Party that require such comments.

4. Performance Schedule.

(a) The Initial ENA Period

Within one hundred twenty (120) days after the Reference Date, the Developer shall submit in writing to the Owner the names of its architect, marketing consultant, attorney and any other third party development team members. The Developer shall keep the Owner reasonably updated by prompt notice if the Developer shall make changes in its architect, marketing consultant, attorney or other third party development team members. Sample form attached as Exhibit "B."

Within one hundred eighty (180) days after the Reference Date, the Developer will submit a Project Development Concept to the Owner for further consideration, including uses and parking requirements. Sample form attached as Exhibit "C."

Within one year after the Reference Date, the Developer will submit a proposed draft of the DDA with terms and conditions based on the Project Development Concept.

Within eighteen (18) months after the Reference Date, the Developer and the Owner intend to execute the DDA.

(b) The Second ENA Period

If despite the Parties best efforts, the DDA has not been executed by the completion of the Initial ENA Period, the Parties will continue to diligently pursue the execution of the DDA during the Second ENA Period.

Within one hundred eighty (180) days after the commencement of the Second ENA Period, the Developer will submit an entitlement application to the City for zoning and development related approvals.

Within one hundred eighty (180) days after the commencement of the Second ENA Period, the Developer will submit to the Owner the proposed Financing Plan based on the Project Development Concept.

Within one hundred and eighty (180) days after the commencement of the Second ENA Period, the Developer and the Owner intend to execute any additional agreements which may be required to facilitate development of the Project.

(c) Third ENA Period

If despite the Parties best efforts, the DDA has not been executed by the completion of the Second ENA Period, the Parties will continue to diligently pursue the execution of the DDA during the Third ENA Period. During the one hundred and eighty (180) day Third ENA period the Parties herein shall, as needed, complete the processing of Project related land use approvals, Project financing or any additional agreements that may be necessary between the Parties to allow for development of the Project.

5. DDA Provisions.

The Owner and Developer agree to commence negotiation of the DDA promptly after the date of mutual execution of this Agreement and diligently and continuously to prosecute such negotiations with the intention of finalizing the DDA, subject to the requirements of this Agreement, as soon as practicable and feasible for them, but in all events prior to the expiration of the term of this Agreement, including any extensions thereof.

The DDA will include provisions for development of the Site by the Developer in phases if applicable, on terms mutually agreed with the Owner, including the Developer's

obtaining of necessary debt and equity financing commitments, if applicable, for the development of the Project and commencement of construction when ready.

6. Inspections in General.

Upon the execution of the Agreement, the Developer and its agents, and employees shall have the right to (a) reasonable access to any and all portions of the Site, subject to existing tenants' privacy rights, including without limitation their right to quiet enjoyment of the premises they occupy, for the purpose of making inspections at the Developer's sole risk, cost and expenses, (b) review all book and records of the Site, and (c) interview any tenants under a lease or in any form of possession of any portion of the Property, subject to providing such tenants reasonable notice and an opportunity to meet at a mutually convenient place and time. The Developer shall provide the Owner with three (3) business days' advance notice of any inspections and interviews. Any such inspections and interviews shall be conducted during normal business hours unless the Parties otherwise agree or, with respect to tenants, the tenants agree to interviews at other than normal business hours. The Owner shall have the right to accompany or to provide an agent of the Owner who shall accompany the Developer and/or its agents and employees during such inspections to the extent the foregoing does not delay or otherwise interfere with the Developer's rights pursuant to this Section 6. The Developer shall exercise reasonable care not to alienate, frighten, threaten or offend the Owner's tenants whenever there is any contact whatsoever, directly or indirectly, with the Owner's tenants, as the Developer understands and agrees that, if the development does not proceed, the Owner needs and desires to retain paying tenants on the Site.

7. Property Information.

Within five (5) business days following the execution of this Agreement, Owner will provide Developer with copies of the following information (hereinafter referred to as the "Property Information");

- (a) The complete tenant leases and tenant files.
- (b) Existing plans, surveys and/or studies of the Site and the improvements located on the property, if in the Owner's possession or control.
- (c) A copy of the Owner's existing title insurance policy if in the Owner's possession.

8. Confidentiality.

The Property Information and all other information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection for the Site by the Developer, its employees, attorneys, accountants and other professionals relating to the Project, will be treated by the Parties as confidential, and except as required by law will not be disclosed to anyone other than on a need-to-know basis and to the Developer's consultants who agree to maintain the confidentiality of such information. The confidentiality

provisions in this Section shall not apply to any disclosures made by the Developer as required by law, by court order, or in connection with any subpoena served upon the Developer.

9. Brokers.

The Developer and the Owner represent and warrant to each other that neither has engaged any broker, agent or finder in connection with this transaction and agree to indemnify and hold each other, and their respective representatives harmless from any losses, liabilities, claims, causes of action, injury or expenses, including without limitation, reasonable attorneys' fees and costs, arising from any breach of such representation and warranty.

10. Indemnification by Developer.

The Developer agrees to defend, indemnify, protect and hold the Owner and her respective agents, officers, employees, attorneys and volunteers harmless from and against any and all claims that arise from, or are connected with, or are caused or claimed to be caused by, the acts or omissions of the Developer and its agents, officers or employees, in connection with the Project, this Agreement or the Site, and all expenses of investigating and defending against the same; provided, however, that the Developer's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the Owner or her agents, officers' or employees.

11. Indemnification by Owner.

The Owner agrees to defend, indemnify, protect and hold the Developer and its respective agents, officers, employees, attorneys and volunteers harmless from and against any and all claims that arise from, or are connected with, or are caused or claimed to be caused by, the acts or omissions of the Owner and its agents, officers or employees, in connection with the Project, this Agreement or the Site, and all expenses of investigating and defending against the same; provided, however, that the Owner's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of Developer or its agents, officers' or employees.

12. Entire Agreement.

This Agreement represents the entire agreement of the Parties with respect to the matters set forth herein. There are no agreements or understandings between the Parties and no representations by either Party to the other as an inducement to enter into this Agreement, except as expressly set forth herein. All prior negotiations between the Parties are superseded by this Agreement. This Agreement may not be altered, amended or modified except by a writing executed by both Parties.

13. Attorneys' Fees.

If any Party brings an action or files a proceeding in connection with the enforcement, of its respective rights or as a consequence of any breach by the other Party of its obligations hereunder, then the prevailing party in such action or proceeding shall be entitled to have its reasonable attorneys' fees, and out-of-pocket expenditures paid by the losing Party or Parties. Any action or proceeding arising from this Agreement shall be brought in the Superior Court for Los Angeles County, and the Parties hereby consent to the jurisdiction thereof. Before commencing any action (be it litigation or arbitration) in connection with this Agreement, the Parties agree to participate in good faith in mediation before a mutually selected mediator selected from the mediation panel of Judicial Arbitration and Mediation Services, Inc. ("JAMS") or a similar such organization in the County of Los Angeles in accordance with Section 18 below. A Party that fails to participate in good faith in mediation before an action is commenced shall not be entitled to an award of attorneys' fees and out-of-pocket expenditures under this section even if such Party is the prevailing party in the action.

14. Notices.

All notices required or permitted hereunder shall be delivered in person or by facsimile, by messenger, by overnight mail courier, or by registered or certified mail, postage prepaid, return receipt requested, to each Party at its address shown below, or to any other notice address designated in writing by such Party.

Owner: CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Rene Bobadilla

Developer: PRIMESTOR DEVELOPMENT, INC.
201 South Figueroa Street, Suite 300
Los Angeles, CA 90012
Attn: Vanessa Delgado
Facsimile: (213) 223-5598

Any such notice shall be deemed received upon delivery, if delivered personally, by messenger or by facsimile before 5:00 p.m. on any business day; one (1) business day after delivery to the overnight mail courier, if delivered by overnight mail courier; and three (3) days after deposit into the United States Mail if delivered by registered or certified mail.

15. Miscellaneous.

This Agreement and the legal relations between the Parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California. Any

term herein can be waived only by a written waiver signed by the party against whom such waiver is to be asserted.

16. Counterparts.

This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

17. Right of First Refusal to Purchase.

Commencing from the Reference Date through the termination of this ENA ("Right of First Refusal Period"), if the Owner elects to sell all or any portion of the Site pursuant to a Bona Fide Offer (as defined below), the Owner shall give the Developer written notice setting forth in full the terms and conditions of the Bona Fide Offer (the "Notice"). The Developer shall then have the right and option, for a period ending thirty (30) days following the receipt of the Notice, to elect to purchase the Site at the purchase price and upon the same terms and conditions specified in the Bona Fide Offer, with a closing in no event less than sixty (60) days after acceptance by the Developer. Without limiting the generality of the foregoing, if the Developer elects to purchase the Site, it must provide earnest money and other deposits (the "Deposit") in the amounts, at the times and on the terms specified in the Bona Fide Offer. The Developer shall have sixty (60) days from its receipt of the Notice within which to enter into an agreement for the purchase of the Site pursuant to this Section. If the Developer fails to affect the purchase of the Site within the applicable time period, the Deposit shall be retained by the Owner.

If, after election to purchase the Site as set forth in this Section, the Developer fails, for any reason, to effect the purchase on the same terms and conditions as set forth in the Bona Fide Offer within the applicable time period, (i) the Developer shall be deemed to have exhausted all rights of first refusal, (ii) the Owner shall thereafter have no further obligation to afford the Developer any opportunity to purchase the Site, and (iii) the Owner shall be free to conclude any sale whether pursuant to a Bona Fide Offer.

For purposes of this Section, a "Bona Fide Offer" shall mean a written offer to the Owner to purchase the Site (i) which sets forth the relevant terms and conditions of the proposed purchase, and (ii) from an unaffiliated offeror who is ready, willing and able to consummate the purchase.

The Owner shall, at all times, have and retain the right to offer the Site for sale subject to the terms of this Section provided, however, that if such transfer results in an increase in real property taxes owed attributable to Owner's fee ownership of the Site, such increase in property taxes shall not be the responsibility of Developer if and after the DDA is entered into by the parties.

18. Mediation and Arbitration.

The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth in below.

- (a) Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested.
- (b) The Parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.
- (c) All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- (d) Either Party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the Parties so desire.
- (e) At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the Parties. However, this limitation is inapplicable to a Party if the other Party refuses to comply with the requirements above.

All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The Parties will take such action, if any, required to effectuate such tolling.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

“OWNER”

By: City of Huntington Park
Its: City Manager

By: _____
Rene Bobadilla

Date: _____

“DEVELOPER”

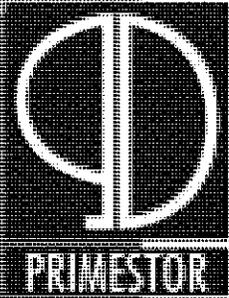
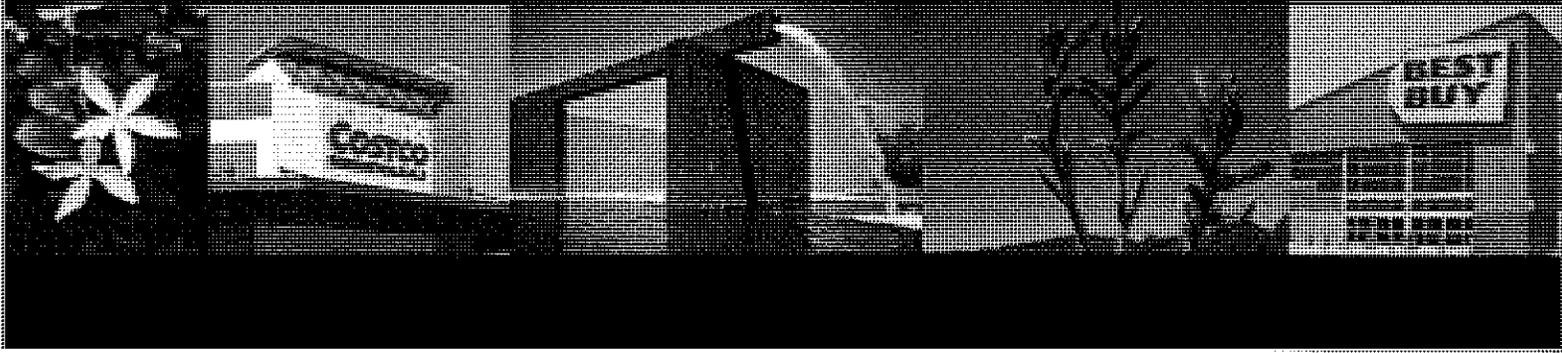
By: Primestor Development, Inc.
Its: CEO

By: _____
Arturo Sneider

Date: _____

EXHIBIT "A"
SITE MAP

EXHIBIT "B"
SAMPLE OF PROJECT TEAM REPORT



Development Team

Plaza Pacoima Project
Pacoima, CA





This plan outlines the participants involved in the development of the proposed Plaza Pacoima Project. The ownership entity is currently Primestor Pacoima, LLC. The Developer of the project is Primestor Development, Inc.

Development Team

Developers:	Primestor Development, Inc.
Architect:	Perkowitz + Ruth Architects (P+R)
Landscape Architect:	Cummings Curley & Associates, Inc. (CCA)
Civil Engineer:	Hall and Foreman Inc. (H&F)
LEED Consultant:	Wright Engineers
Traffic Engineer:	Crain & Associates
CEQA Consultant:	Christopher A. Joseph & Associates (CAJA)
Leasing Broker:	The Clover Company
Attorneys:	Law Offices of Robert P. Friedman (General Counsel) Latham & Watkins (Transactions & Land Use) Kear Law Firm (Leasing Documents)



DEVELOPER INFORMATION

Primestor Development, Inc.
228 South Beverly Drive
Beverly Hills, CA 90212
Phone: (310) 652-1177
Fax: (310) 652-3165
Primary Contact: Vanessa Delgado
Director of Development, West Coast
E-Mail: vanessa@primestor.com
Website: www.primestor.com

The Vision

Driven by a need to revitalize urban areas, Primestor was founded to build community shopping centers in areas overlooked by other developers. Primestor's track record of quality architecture, high-caliber tenants, generous on-site amenities and thorough community outreach, has made the company a leader in the shopping center industry.

Primestor is poised to develop, manage, lease and construct several groundbreaking projects in the next few years, throughout the nation. In partnership with community stakeholders, Primestor centers will become regional and local gathering spaces for decades to come.

The History

Primestor Development Inc. was established in March of 1999 to become the administrative and development arm of Primestor Properties, a twenty-three (23) year family-owned business. Primestor Development Inc. and its employees run day-to-day activities for assets under management, development and construction.

Primestor Development Inc. has its roots embedded in the retail sector since its original formation. Through development, rehabilitation, acquisition, leasing and management, the partners and employees have acquired an extensive amount of experience in all aspects of the real estate industry with an emphasis in the urban markets and Hispanic community.

Primestor has been involved in the development, management and acquisition of several million square feet, and currently manages in excess of 1,600,00 net rentable square feet and is developing approximately 1,265,000 net rentable square feet on over 4,220,000 square feet of land. The company has a diverse real estate portfolio; including residential units, office buildings, community retail centers, industrial properties, and open land.

Primestor's deep understanding of minority markets has been recognized through various awards, such as the Latino Business Association's 2002 Business of the Year Award and the City of Los Angeles' Minority Construction Firm of the Year Award for 2005. Primestor has positioned itself as an important source and



PLAZA PACOIMA PROJECT

leader of real estate for the retail sector in said marketplace. Primestor is repeatedly cited in Hispanic Business Magazine as one of the top 500 Hispanic firms in the United States.

Primestor believes that in order to have a successful development, it is always best to include the input of the community. Primestor is focused on working closely with redevelopment agencies, business improvement districts, neighborhood groups, community leaders and local municipalities. By doing outreach, the firm can ensure that the projects are embraced by the community. The Primestor Development Team will consist of the following staff members:

ARTURO SNEIDER, SCLS, PARTNER

Mr. Snelder is a founding partner of Primestor Development, Inc. His primary responsibilities include acquisitions, project conceptual design, financing, and corporate management. With a strong focus in largely underserved urban communities and under his direction, Primestor's diverse portfolio has maintained 95% occupancy rate in approximately eighty projects. Mr. Snelder was nominated as Entrepreneur of the Year in 1997 by Hispanic Business Magazine and has had extensive written and televised press about his work. As the winner of the Latin Business Association's "2002 Business of the Year Award", Primestor has consistently been on the top 500 Hispanic Business list as well as on the 2005 and 2006 "100 Fastest Growing Companies" list. Primestor is currently working on approximately 1.8 million square feet of development in diverse Latino markets and presently owns and manages a portfolio well in excess of 450 million dollars.

Mr. Snelder was a founding member of the Downtown Property Owner's Association and the Wilshire Center Business Improvement District. He has served as an advisor to the City of Los Angeles' Economic Development Department and is currently working on major revitalization projects in Los Angeles and Chicago. He is a sought after speaker and has recently been a panelist for Urban Land Institute (ULI), International Council of Shopping Centers (ICSC), the Association of Corporate Real Estate Executives (ACRE) and the California Association for Local Economic Development (CALED).

LEANDRO TYBERG, PARTNER

Mr. Tyberg, a partner of Primestor Development Inc and Director of Construction, is responsible for all execution-related duties such as feasibility, design, plan creation, and construction of Primestor's assets. Mr. Tyberg has been responsible for the successful execution and construction of over 200 million dollars in assets and is currently managing the development and construction of 450 million dollars in projects over the next 36 months period.

Prior to joining Primestor in 1993, Mr. Tyberg was a student at Boston University, Lorenzo de' Medici College in Florence, Italy, and the American International School of Florence, where he graduated with honors. Mr. Tyberg serves on the Board of Directors for the Southeast Rio Vista Family Y.M.C.A., and the Valley Economic Development Corporation (VEDC).

GENE DETCHEMENDY, PARTNER

Mr. Detchemendy's, a partner of Primestor Development Inc., is responsible for leasing management. Before joining Primestor in 2000, Mr. Detchemendy served as Vice President of Development of Lucy's Laundrymart, Inc. where he created and oversaw all real estate and construction matters of the start-up chain in the course of its 32-store rollout. He also served as National Director of Real Estate for Chief Auto Parts (purchased by AutoZone) where he headed up the national expansion of the 580-store chain. After



PLAZA PACOIMA PROJECT

the Los Angeles civil unrest in 1992, Mr. Detchemendy, in conjunction with Rebuild LA, spearheaded the reconstruction of Chief Auto Parts' looted and fire damaged stores and then opened 23 new units in inner-city areas of Los Angeles, the largest commitment of any national retailer.

Mr. Detchemendy is a long time member of the International Council of Shopping Centers (ICSC) and is the immediate past President of the Association of Corporate Real Estate Executives. He is a graduate of California State University, Northridge and is President of the CSU Northridge Alumni Association Board of Directors. He also serves as a member of the CSUN Foundation Board of Directors and as an advisor to the University's President on NCAA Athletics.

VANESSA DELGADO, DIRECTOR OF DEVELOPMENT (WEST COAST)

Ms. Delgado is responsible for managing Primestor West Coast projects through the pre-development cycle, including community and government relations and marketing. Prior to joining Primestor, Ms. Delgado consulted for a number of public and private clients, including the Community Redevelopment Agency of Los Angeles. She also worked in redevelopment for the cities of Anaheim, Downey, and Pico Rivera. Ms. Delgado received her undergraduate education at Stanford University and completed a Masters of Public Administration at the University of Southern California (USC). She received additional training in Real Estate Finance and Development at UCLA and through the Ross Program at the Lusk Center at USC.

SOVIRYA MAY, DEVELOPMENT ASSOCIATE

Ms. May assists the Director of Development in the entitlements of various Primestor projects. She manages daily development activity, creates marketing material for Primestor and coordinates community outreach events. Prior to joining Primestor, Ms. May worked with the Culver City Community Redevelopment Agency and Caltrans District-12. She has a dual BA degree in Environmental Analysis & Design and Psychology & Social Behavior from the University of California, Irvine (UCI) and later obtained her Masters of Urban Planning at the University of Southern California (USC) in 2006.

DAN SANDOVAL, SENIOR PROJECT MANAGER

Mr. Sandoval has over 25 years of experience in developing, constructing and managing various types of real estate within the Southern California area and is responsible for the strategic planning, implementation of predevelopment and construction activities for Primestor. Mr. Sandoval also assists the Director of Construction, in managing the Construction Department.

SURESH SHRESTHA, ARCHITECTURAL AND ENGINEERING (A&E) COORDINATOR

Mr. Shrestha graduated from Southern California Institute of Architecture with a 5 year professional architectural degree. He came to the US in 1986 to attend college from Kathmandu, Nepal, and started his professional career while going to college. Mr. Shrestha has worked for numerous architectural firms for the community. His recent employment was with Westfield Corp. as an "in-house" design and production architect and has overseen construction for over eight (8) years.

ALEX ABRAMSON, DIRECTOR OF PROPERTY MANAGEMENT

After more than twenty years in real estate and property management, Ms. Abramson brings with her an extensive array of experience in property management, facilities management, leasing, administrative services, development, design and construction. Ms. Abramson believes in a "hands-on" approach to her work and finding the leading practices to meet the contemporary challenges in property management. She is also committed to maintaining the client fully informed of activities at their properties and believes that



PLAZA PACOIMA PROJECT

candid tenant relations lead to ultimately successful operations. Her current focus is on developing leading practices, in line with industry standards, in order to optimize and standardize Primestor's property management processes.

She received her Bachelor of Science in Business Management and Real Property Administrator (RPA) designation from Pepperdine University in 1996.

MARIO TORRES, ASSET MANAGER

As the Asset Manager, Mr. Torres has the responsibility of managing Primestor's property portfolio, including creating and implementing asset management policies. He is involved in the acquisition process to ensure efficient asset transitions into property management. Mr. Torres oversees the administration of each project to ensure all properties maintain a strong financial position, comply with contractual, regulatory and statutory requirements, and complete all internal and external reporting requirements. Mr. Torres obtained his graduate degree in Business Administration (MBA) from UCLA Anderson School of Management in June of 2006 with a focus on Entrepreneurial Studies and Real Estate at Anderson. He received his undergraduate degree in Industrial Engineering from Instituto Tecnológico y de Estudios Superiores de Monterrey (ITESM), Campus Monterrey, in 1999.



ARCHITECT INFORMATION

Perkowitz + Ruth Architects (P+R)

111 W. Ocean Blvd., 21st Floor
Long Beach, CA 90802
Phone: (562) 628-8000
Fax: (562) 628-8003
Primary Contact: Rene Boggio
Associate Project Manager
Email: rboggio@prarchitects.com
Website: www.prarchitects.com

Perkowitz + Ruth Architects was founded in 1979 and has a nationwide staff of more than 300 professionals and architects licensed to practice in 47 states. P+R professionals have successfully planned and designed thousands of projects ranging from small tenant improvements, to million-plus square foot power centers and entertainment complexes.

Perkowitz+Ruth Architects understands how to positively affect business while creating memorable places that serve communities in ways that extend far beyond simply providing goods and services. The firm is nationally recognized for its portfolio of retail centers ranging from award-winning regional lifestyle centers and neighborhood shopping centers, to roll-out anchor stores and power centers. Some of the services that are offered by P+R include feasibility studies, conceptual design, public agency approval process coordination, design development, construction documents, and construction contract administration.



LANDSCAPE ARCHITECT INFORMATION

Cummings Curley & Associates, Inc. (CCA)

776 East Green Street, Suite 240

Pasadena, CA 91101

Phone: (626) 683-8182 x 337

Fax: (626) 683-8043

Primary Contact: Robert Curley

Principal Landscape Architect

Email: robert@cummingscurley.com

Website: www.cummingscurley.com

Cummings Curley and Associates, Inc. (CCA) was established in 1970 and has completed a wide variety of projects across fourteen states, Mexico and Brazil as well as commercial, residential development and recreational projects. CCA have extensive experience in design, cost estimation and preparation of working drawings for all phases of landscape development including construction plans and details, grading and drainage plans, planting plans and lighting plans. CCA provides personal principal participation on each project from preliminary design through construction observation and has served as consultant to architectural and engineering firms in plan coordination and contract administration.



CIVIL ENGINEER INFORMATION

Hall & Foreman Inc.

20950 Warner Center Lane, Suite A

Woodland Hills, CA 91367

Phone: (818) 251-1200

Fax: (818) 251-1201

Primary Contact: Andrew Willrodt

Email: awillrodt@hfinc.com

Website: www.hfinc.com

Hall & Foreman, Inc. (HFI), established in 1961, provides exceptional engineering, surveying, planning, and landscape architecture services for both public and private sectors. With over 45 years of dedicated, professional experience in the Southern California region, HFI is the engineering firm of choice for hundreds of Clients from developers and corporations to cities and counties. Having retained long-term relationships with many of these Clients, HFI remains committed to working on their behalf while maximizing project value.



LEED CONSULTANT INFORMATION

Wright Engineers

4545 S. Wendler Dr., Suite 121

Tempe, AZ 85282

Woodland Hills, CA 91367

Phone: (480) 483-6111, x 316

Fax: (480) 483-6112

Primary Contact: Jalal Avades

Email: javades@wrightengineers.com

Website: www.wrightpoenix.com

Wright Engineers was established in 1998 by Brent Wright and Daniel Bartlett. The firm has an emphasis on quality work, client service, innovative design, and meeting commitments, earning Wright Engineers a reputation for excellence. Wright Engineers is a leader in sustainable design and LEEDTM and offers building energy modeling and systems commissioning as well as LEED accredited professionals in all disciplines.



TRAFFIC CONSULTANT INFORMATION

Crain & Associates

2007 Sawtelle Boulevard , Suite #4
Los Angeles, California 90025
Phone: (310) 473-6508
Fax: (310)444-9771
Primary Contact: George Rhyner
Email: grhyner@crainandassociates.com
Website: <http://crainandassociates.com/c+a/>

Over the last twenty years, the greater Los Angeles area has grown and expanded in vibrant new directions and Crain & Associates, a leading transportation planning and traffic engineering firm, has influenced this growth through its innovative transportation solutions. They offer technical expertise, state-of-the-art traffic engineering skills, regional perspective, extensive area-wide experience, reviewing agency rapport, and collective knowledge to produce transportation solutions.

Originally founded in Northern California by John Crain, a transportation specialist from the Stanford Research Institute, Crain & Associates initially developed innovative transportation programs including many of the initial Transportation Demand Management implementation plans for Bay Area business parks. The Northern California office also focused on the evaluation of governmental transportation research programs and surveys. Sam Ross opened the Southern California office in 1980, and expanded the client base to include education, healthcare, retail, restaurants, developers, builders and City agencies.

The Southern California firm has grown to over 20 employees and includes professional partnerships with colleagues in architectural and landscape design, civil engineering, environmental planning, transportation funding, land-use consulting and real estate law.



ENVIRONMENTAL/CEQA CONSULTANT INFORMATION

Christopher A. Joseph & Associates

11849 W. Olympic Boulevard, Suite 101

Los Angeles, CA 90064

Phone: (310) 473-1600

Fax: (310) 473-9336

Primary Contact: Lainie Herrera

Email: lainie.herrera@cajaeir.com

Website: <http://www.cajaeir.com/>

Christopher A. Joseph & Associates (CAJA) has provided environmental planning services to the public and private sectors for over 19 years. CAJA provides consulting services for hundreds of projects and has successfully and efficiently guided their clients through the environmental clearance process which has earned them a reputation for thorough and conscientious work. CAJA is valued by its clients for its personal, individualized, and efficient service. In addition to the high caliber work products that CAJA invariably delivers, the company's status is well-known and is a respected leader in the environmental planning field.



LEASING BROKER INFORMATION

The Clover Company
8675 Washington Boulevard, Suite 201
Culver City, CA 90232
Phone: (310) 815-8611
Fax: (310) 815-8612
Primary Contact: Anthony Monsour
Email: amansour@clovercompany.com

The Clover Company is a commercial real estate brokerage firm specializing in site selection, market strategies and lease negotiations for local and national retailers. Armed with unparalleled knowledge of Southern California, an in-depth understanding of the retail industry and the ability to provide state-of-the-art demographic and desktop mapping analysis, the Clover Company is considered one of the premier real estate brokerage companies in Southern California.



ATTORNEY INFORMATION

Law Offices of Robert P. Friedman (General Counsel)

827 Moraga Drive

Bel Air, California 90049

Phone: (310) 471-3413

Fax: (310) 471-8613

Primary Contact: Robert Friedman

Email: rpfesq@ix.netcom.com

Since 1996, the Law Offices of Robert P. Friedman has represented clients in all aspects of real estate and corporate law. Its clients include developers, property owners, small and medium size businesses, investors and tenants. Since its inception, the firm has prided itself on providing its clients with the highest quality legal representation with an emphasis on finding efficient, practical solutions to complex legal and business problems. The firm is also responsive to the frequent need for immediate attention to client concerns. Over the past ten years, the firm has developed the reputation of working on an equal footing with the biggest and best law firms in the country.

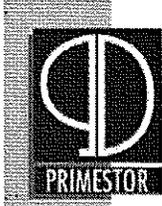


ATTORNEY INFORMATION

Latham & Watkins, LLP (Transaction & Land Use)

355 S. Grand Avenue
Los Angeles, CA 90071
Phone: (213) 891-7905
Fax: (213) 485-1234
Primary Contact: Lucinda Starrett
Email: cindy.starrett@lw.com
Web: www.lw.com

Founded in 1934, Latham & Watkins has grown into a full-service international powerhouse with more than 2,100 attorneys in 26 offices around the world. The founders of Latham & Watkins instilled an ethic of hard work, commitment and quality that flourishes today and has nurtured the firm's dramatic growth into one of the world's premier business law firms. With that growth, Latham & Watkins' built internationally recognized practices in a wide spectrum of transactional, litigation, corporate and regulatory areas. They have also received praise for our innovative approach to law firm management and for pro bono work both on a local and global scale. Their success is grounded in their devotion to the collaborative process, which reaches across global offices and practices and draws upon deep subject matter expertise, an abiding commitment to teamwork and a powerful tradition of creative lawyering.



PLAZA PACOIMA PROJECT

ATTORNEY INFORMATION

Kear Law Firm (Leasing Documents)

10605 Judicial Drive, #A-2

Fairfax, Virginia 22030

Phone: (703) 273-3888

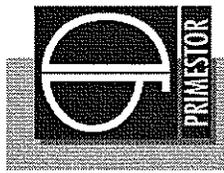
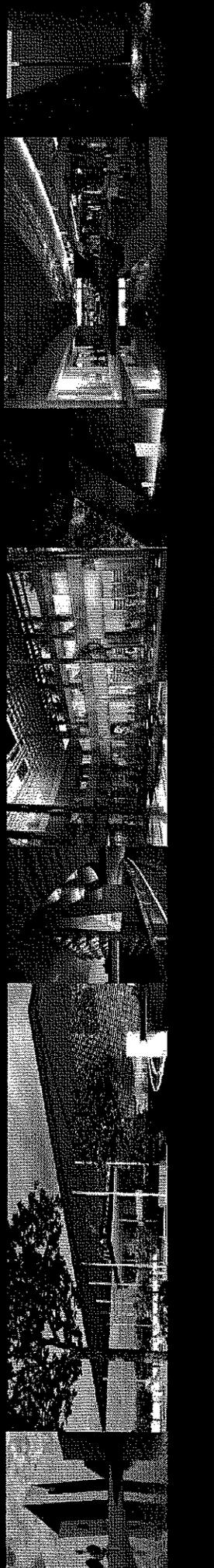
Fax: (703) 273-4287

Primary Contact: Maria Kear

Email: mmkear@aol.com

DEVELOPMENT TEAM

EXHIBIT "C"
SAMPLE OF PROJECT DEVELOPMENT CONCEPT



PROJECT OVERVIEW

Atlantic-Firestone Project
South Gate, CA



See estate's our first language.™



PROJECT DESCRIPTION

Primestor Development Inc. is focused in working in urban areas and constructs groundbreaking projects that become regional and local gathering spaces for the neighborhoods they serve. Given its experience working in exclusively urban areas, Primestor is skilled at becoming a catalyst of economic development and job creation with the Cities and Counties it partners with. Primestor understands the impact of redeveloping blighted, Brownfield sites into commercial centers of activity that encourage with a high level of architectural design that are LEED certified and energy efficient. It is with this background that Primestor approaches its newest project at Atlantic and Firestone.

The 32-acre site at Atlantic and Firestone is in the City of South Gate, within the County of Los Angeles and was first developed as early as 1928 by Ameron. Ameron performed concrete pipe and coated concrete pipe manufacturing on the site until it ceased operations in 2005 and immediately demolished most of the site's structures. During the 1940's the frontage along Firestone was developed with small buildings including a gasoline station (Arco), a restaurant and machine shops. Given the historic uses of the property, substantial work has been conducted to clean the property and it has been cleared with a No Further Action designation from the oversight regulatory agency.

The most recent adoption of the South Gate General Plan 2035 highlights the Community's expectation and hope to transition the under-utilized industrial uses, like Atlantic at Firestone, to a "retail, entertainment and transit-oriented mixed-use District that serves as a visual gateway to South Gate". With Primestor's expertise in working in Communities like South Gate, it is projected that a public-private partnership can be coordinated and completion of construction of a 400,000 SF regional shopping center is expected by the end of calendar year 2013.



ATLANTIC-FIRESTONE PROJECT

PROJECT AERIAL

SOUTH GATE, CA



مركز جامعة القاهرة
جامعة القاهرة
11511
القاهرة

جامعة القاهرة
القاهرة

مركز جامعة القاهرة
جامعة القاهرة
القاهرة

جامعة القاهرة
القاهرة

جامعة القاهرة
القاهرة

جامعة القاهرة
القاهرة

Google



ATLANTIC-FIRESTONE PROJECT

SITE PLAN

SOUTH GATE, CA



ATLANTIC-FIRESTONE PROJECT

ARCHITECTURE INSPIRATION



SOUTH GATE, CA



ATLANTIC-FIRESTONE PROJECT

ARCHITECTURE INSPIRATION



SOUTH GATE, CA



ATLANTIC-FIRESTONE PROJECT

PRO FORMA

SOUTH GATE, CA

ATLANTIC FIRESTONE LLC
PROFORMA EXECUTIVE SUMMARY
February 24, 2011

We are building 255,000 Sq Ft of Shells

C5 Site Plan, dated February 24, 2011
Name: Architects

30.87% FAR
427,000.00 GFA
1,393,320.00 Land Sq Ft
32.00 Acreage

PRELIMINARY SITE PLAN
ARCHITECT:

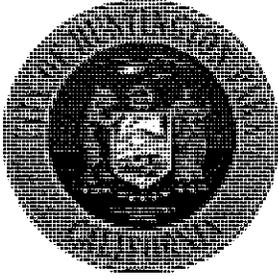
	SQ FT	BISSY RENT PSF	ANNUAL BRG RENT PSF	RENT STANDARD	ALLOWANCES	RAW SHELL COST	ALLOWANCES	AMOUNT BSSY RENT
ANCHOR A (B&O)	150,000	\$	\$					
SUBMAJOR A	30,000	1.75	21.00	25		2,250,000	750,000	150,000
SUBMAJOR B	30,000	1.75	21.00	32		2,250,000	950,000	150,000
SUBMAJOR C	90,000	1.75	21.00	78		4,350,000	2,950,000	450,000
PLAZA SHOP A	10,000	2.75	33.75	32		1,100,000	350,000	100,000
PLAZA SHOP B	10,000	2.75	33.75	32		1,100,000	350,000	100,000
PLAZA SHOP C	20,000	2.75	33.75	32		2,200,000	680,000	200,000
PLAZA SHOP D	15,000	2.75	33.75	32		1,650,000	480,000	150,000
PLAZA SHOP E	50,000	2.75	33.75	32		5,500,000	1,650,000	500,000
PLAZA SHOP F	20,000	2.75	33.75	32		2,200,000	680,000	200,000
PLAZA SHOP G	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP H	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP I	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP J	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP K	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP L	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP M	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP N	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP O	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP P	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP Q	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP R	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP S	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP T	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP U	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP V	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP W	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP X	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP Y	6,000	2.75	33.75	32		660,000	198,000	60,000
PLAZA SHOP Z	6,000	2.75	33.75	32		660,000	198,000	60,000
TOTALS						22,152,000	4,215,000	6,767,400

Direct Costs	\$	59,485,472						
Soft Costs	\$	21,543,283						
On-Site Costs	\$	-						
Direct & Soft Total	\$	81,028,755						
Net of Anchor Sale	\$	(10,890,000)						
City Land Acquisition	\$	1,870,000						
Land Acquisition	\$	20,500,000						
Anchor Contribution (On & Off)	\$	(6,599,272)						
Grand Total	\$	77,909,483						
Base Rent	\$	3,721,400						
MMR Reimbursements	\$	3,846,292						
Gross Income WPA Vacancy	\$	9,412,862						
MMR Expenses	\$	3,046,252						
Management Fees	\$	379,193						
Operating Expenses	\$	143,219						
Grand Lease	\$	8,443,112						
NCI	\$	-						

172 Per of building
85 Per of building
Per of building and Anchor
270 Per of building
15 Per of shells
238 (incl costs + handling)

4% of Effective Gross Income
1.5% of Potential Gross Income

Yield on Cash	\$	7.87%
Current County Property Tax	\$	533,000
Estimated Sales Tax	\$	533,000
Estimated Income Tax	\$	533,000
Estimated Mortgage Interest	\$	533,000
Estimated Other Expenses	\$	533,000
Approx. Management Jobs Created	\$	533,000
Approx. Construction Jobs Created	\$	533,000
FINANCER: CAP CALCULATION		
MDI	\$	5,821,572
Required MDI on Cash	\$	5,821,572
Supplemental Investment	\$	58,215,720
Less Developer's Cost	\$	(77,150,350)
MMTC Grant	\$	1,000,000
State Required	\$	(20,228,949)
Bank Construction Loan	\$	53,200,000
Genesis MMTC Loan	\$	4,700,000
MMTC Grant	\$	1,000,000
City Sales Tax Reimburse NPV	\$	13,851,287
County Property Tax Reimburse NPV	\$	6,884,480
Developer's Equity	\$	15,142,678
Total	\$	84,159,765
Direct Cost	\$	59,485,472
Soft Cost	\$	21,543,283
Land	\$	22,170,000
Total	\$	84,159,765



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 5, 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:

LIABILITY AGREEMENT WITH THE COUNTY OF LOS ANGELES AND COUNTY SANITATION DISTRICT NO. 2 TO HOST A HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to execute a Liability Agreement with the County of Los Angeles and County Sanitation District No. 2 as a requirement for hosting a Household Hazardous Waste Collection Event at the Public Works Yard on October 26, 2013.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles has requested that the City of Huntington Park host a Household Hazardous Waste Collection Event ("Roundup"). The Roundup is part of the County-wide program run jointly by the Los Angeles County Department of Public Works and County Sanitation Districts. Roundups are scheduled generally on a weekly schedule at various sites throughout the County. Waste accepted includes, but is not limited to, pesticides, cleaning solvents, automotive fluids, waste oil, paint and related products, hobby and art chemicals, batteries, and similar items. Electronic waste is also accepted including, but not limited to, computers, printers, cables, televisions, and similar items. More information about the items accepted at the Roundup and a complete schedule of events is available on the internet at <http://dpw.lacounty.gov/epd/hhw/index.cfm>.

The Roundup will be held at the City Public Works Yard (6900 Bissell Street) on Saturday, October 26, 2013 from 8 a.m. to 4 p.m. County staff and contractors will require access to the facility the 24 hours before and after the event for setup and cleanup. The event is open to all County residents and there is no cost to the residents for the disposal. The County pays for all transportation and disposal costs of the waste collected.

**LIABILITY AGREEMENT WITH THE COUNTY OF LOS ANGELES AND COUNTY
SANITATION DISTRICT NO. 2 TO HOST A HOUSEHOLD HAZARDOUS WASTE
COLLECTION EVENT**

August 5, 2013

Page 2 of 2

The recommended agreement defines all of the roles and responsibilities of the County as the sponsor and the City as the host for the Roundup, including insurance and indemnification requirements.

FISCAL IMPACT/FINANCING

There is no cost to the City for the transportation and disposal of the waste collected at the Roundup. The County provides all security and staffing for the event. Minimal City staff time may be required for general oversight of the event and to open and close the facility. Staff time will be covered by the CalRecycle Used Oil Grant Program (Account No. 287-8057-432.13-00).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended Liability Agreement (Attachment A) has been reviewed and approved as to form by the City Attorney.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed event will have no impact on current services and will offer residents a convenient, safe and environmentally responsible option for disposal of hazardous waste.

CONCLUSION

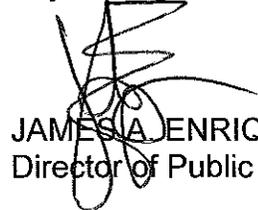
Upon City Council approval, staff will execute the Liability Agreement and assist the County to coordinate and advertise the event to Huntington Park residents.

Respectfully submitted,



RENÉ BOBADILLA, P.E.

City Manager



JAMES A. ENRIQUEZ, P.E.

Director of Public Works / City Engineer

ATTACHMENT

A. Liability Agreement

ATTACHMENT A

COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2013, by and between the COUNTY OF LOS ANGELES, (hereinafter referred to as "County"), County Sanitation District No. 2 of Los Angeles County (hereinafter referred to as "District"), and the City of Huntington Park (hereinafter referred to as "Owner").

Whereas, the County and District have agreed to co-sponsor a Household Hazardous and Electronic Waste Collection Event ("Roundup") to provide Los Angeles County residents an environmentally safe means and place to dispose of household hazardous waste and electronic waste.

Whereas, the County and the District have entered into that certain Household Hazardous Waste Collection Agreement dated February 1, 1992 (the "County-District Agreement"), which sets forth the obligations of the County and the District in connection with Household Hazardous Waste Collection Events such as the Roundup.

Whereas, Owner desires to support this worthwhile project by offering use of its property located at the Huntington Park City Yard, 6900 Bissell Street, Huntington Park, for the Roundup. The Roundup is scheduled for October 26, 2013.

NOW, THEREFORE, County, District, and Owner agree as follows:

Article 1. DEFINITIONS

Household hazardous waste includes, but is not limited to, pesticides, cleaning solvents, automotive fluids, waste oil, paint and related products, hobby and art chemicals, batteries, and similar items. Electronic waste includes, but is not limited to computers, printers, cables, televisions, VCRs, stereos, and similar items.

Article 2. USE OF PROPERTY

Owner agrees to permit County, District and their agents, employees and waste collection contractors to use Owner's property located at Huntington Park City Yard, 6900 Bissell Street, Huntington Park beginning, October 25, 2013, at 8 a.m. to prepare for the Roundup and to conduct the Roundup to be held on October 26, 2013. The Roundup will be scheduled, advertised, and available to the public between the hours of 9 a.m. and 3 p.m. on October 26, 2013, although household hazardous and electronic waste may be accepted as early as 8 a.m. and as late as 4 p.m.

Owner agrees to permit the County and District to use the area where the Roundup is held for a reasonable time, not to exceed 24 hours following termination of the Roundup on October 26, 2013, by 4 p.m., to package and remove all collected hazardous, nonhazardous, and electronic waste from Owner's property. Limited rental equipment such as fork lifts, etc., may be left at Owner's property until pick up by the rental company no later than the second work day of the week following the Roundup. The County and District will store such equipment away from traffic areas, approved by the Owner, until picked up by the rental company. The Owner shall not be responsible for any loss, damage, or liabilities arising out of the use or storage of such rental equipment.

Owner further agrees to provide such use of its property to the County and District without compensation.

Article 3. COUNTY AND DISTRICT'S RESPONSIBILITIES:

- A. County is a self-insured agency and shall provide Owner a Certificate of Self-Insurance.
- B. County agrees to release, indemnify, defend, and hold harmless Owner, its partners, employees, officers, and agents against any and all liability and expense, including defense costs and legal fees and claims for damages, including but not limited to, bodily injury, death, personal injury or property damage, arising out of or associated with the use of Owner's property for the purposes of the Roundup, including but not limited to the acts or omissions of County or District's contractors in conducting the Roundup, except to the extent caused by an act or omission of Owner or its officers, employees or agents.
- C. County and District agree to comply with all applicable Federal, State, and local laws in conducting the Roundup, and in packaging, removing, and disposing of all waste collected.
- D. County and District agree to remove and clean up any spill or other release of hazardous, non-hazardous waste, or electronic waste resulting from the Roundup and restore affected site facilities to their original condition.
- E. County and District agree to provide all overnight security and protection personnel/services necessary for the County's, District's, and their contractor's equipment/supplies that are stored on the Owner's property prior to or following the Roundup, until such time that all such equipment/supplies are removed from the Owner's property.
- F. The responsibilities of the County and the District to each other with regard to the Roundup are governed by the County-District Agreement, which shall remain in full force and effect which is not intended to be superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by COUNTY SANITATION DISTRICT NO. 2 LOS ANGELES COUNTY on _____, 2013, and by the COUNTY OF LOS ANGELES on _____, 2013, and by the OWNER on _____, 2013.

COUNTY SANITATION DISTRICT No. 2
OF LOS ANGELES COUNTY

By _____
Chief Engineer and General Manager

ORIGINAL APPROVED AS TO FORM:

LEWIS, BRISBOIS, BISGAARD & SMITH, LLP
District Counsel

By _____

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

City of Huntington Park

By _____

APPROVED AS TO FORM:

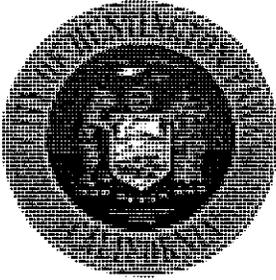
(OWNER COUNSEL)

By _____

Print Name

Title

CJ:kp
P:\SEC\HuntingtonPark13agr



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 5, 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:

PURCHASE ORDER FOR GASOLINE AND DIESEL FUEL FOR CITY VEHICLES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to execute a Purchase Order with SC Fuels for the purchase of gasoline and diesel fuel for a not-to-exceed amount of \$295,000 for the 2013-2014 Fiscal Year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Works Department operates and maintains fuel pumps at the Public Works Yard used to fuel all city vehicles, including the Police Department. The bulk purchase of gasoline and diesel fuel is bid annually at the beginning of each fiscal year. Three bids were received this year on June 12, 2013 as follows:

1. SC Fuels: Gasoline at \$3.52 / gal, Diesel at \$3.332 / gal
2. California Fuels & Lubricants: Gasoline at \$3.8533 / gal, Diesel at \$3.6943 / gal
3. Merrimac Energy Group: Gasoline at \$3.648 / gal, Diesel at \$3.396 / gal

SC Fuels is recommended as the lowest bid received. However, the actual cost of the fuel varies with the market rate throughout the year and the City is billed the going rate at the time each delivery is ordered to replenish the underground tanks at the yard.

FISCAL IMPACT/FINANCING

The purchase of gasoline and diesel fuel is an annual operating expense budgeted in Fleet Maintenance under the Public Works Department budget. The 2013-2014 Fiscal Year Budget includes \$295,000 in Account No. 741-8060-431.62-30. The recommended Purchase Order is for a not-to-exceed amount of \$295,000 for the fiscal year. Fuel is purchased as needed throughout the fiscal year.

PURCHASE ORDER FOR GASOLINE AND DIESEL FUEL FOR CITY VEHICLES

August 5, 2013

Page 2 of 2

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Huntington Park Municipal Code and Finance Department Policy and Procedure Manual require City Council approval for Purchase Orders for supplies and equipment in excess of \$15,000.

CONCLUSION

Upon City Council approval, staff will execute the Purchase Order with SC Fuels and ensure an adequate fuel supply is maintained to support essential city services.

Respectfully submitted,



RENÉ BOBADILLA, P.E.

City Manager



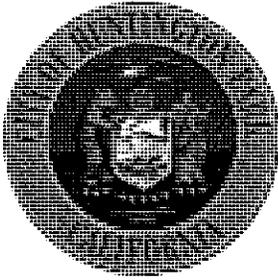
JAMES A. ENRIQUEZ, P.E.

Director of Public Works / City Engineer

ATTACHMENTS

A. Purchase Order

ATTACHMENT A



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

August 5, 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 VENDOR FOR PUBLIC SAFETY MOBILE AND SURVEILLANCE WIRELESS MESH NETWORK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve selection of Sea Hawk Surveillance, Inc. to provide the Public Safety Mobile and Surveillance Wireless Mesh Network.
2. Authorize the City Manager to sign the agreement between the City of Huntington Park and Sea Hawk Surveillance, Inc. upon review of the City Attorney.
3. Authorize the Finance Department to issue necessary purchase orders and make payments to facilitate the successful completion of this project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City Council approved the RFP process for the "Public Safety Mobile and Surveillance Wireless Mesh Network" during their regular meeting on February 4, 2013. Subsequently, the Police Department recommends Sea Hawk Surveillance, Inc. as the approved vendor to complete the "Public Safety Mobile and Surveillance Wireless Mesh Network" project for the City. Purchasing of equipment and services associated with this project was previously approved through the use of asset forfeiture funds.

The purpose of this project is to design and install a wireless data network utilizing high performance multi-radio mesh technology with the 4.9 GHz Public Safety spectrums for mobility and video surveillance. Utilization of the network will include but not be limited to anti-virus updates, software application updates, field reporting upload, database synchronization, mass file transfer, video cameras, wireless video, incident scene communications and interoperable data communications among other possible future

APPROVAL OF VENDOR FOR PUBLIC SAFETY MOBILE AND SURVEILLANCE WIRELESS MESH NETWORK

August 5, 2013

Page 2 of 4

uses. This system must be CJIS and CLETS compliant as well as compliant with any other applicable federal and state regulations with regard to public safety communications and confidentiality.

The project includes an area of the City to be covered by the initial mesh network. This area was selected by the Police Department to ensure coverage of the downtown business district as well as other areas of the City. The project affords the ability to move camera locations as needed based upon crime trends or other needs within the mesh network. The use of a mesh network reduces or eliminates the need to pay recurring mobile data costs with video camera within the project area.

Live images from cameras will be used to assist in active investigations, policing and in facilitating arrests, with recorded images available for use as evidence in criminal prosecutions and for other legal purposes (e.g. cost recovery) to enhance the quality of life for those in the community, provide a more secure environment for law enforcement personnel, and the community at large.

Responses to the request for proposals on this project have been submitted and reviewed by City Staff. Based on the proposals received, and subsequent discussions with representatives from some of the proposing companies it is believed that Sea Hawk Surveillance, Inc. best meets the needs of the Police Department and City.

FISCAL IMPACT/FINANCING

Funding for this project was included in the FY 2012-2013 Police Department budget with the total amount identified as \$580,000.00. Federal Asset Forfeiture funding is the source (Account: 229-7010-421.74-10). General fund monies are not requested for this purchase. The proposal from Sea Hawk Surveillance, Inc. was priced at \$517,581.00; however the final agreement is currently being negotiated.

CONTRACTING PROCESS

The City Council approved the RFP process for the "Public Safety Mobile and Surveillance Wireless Mesh Network" during their regular meeting on February 4, 2013. Proposers seeking to respond to the RFP were required to attend a mandatory pre-proposal conference, submit their proposals within an identified time frame, and meet the requirements established in the RFP. Responses to the Request For Proposals on this project have been submitted and reviewed by City Staff. This recommendation for award of contract is brought before the City Council to complete this project.

Responses to the request for proposals on this project were submitted and reviewed by City staff. Based on the proposals received, and subsequent discussions with representatives from some of the proposing companies, staff recommends Sea Hawk Surveillance, Inc. be awarded this project.

APPROVAL OF VENDOR FOR PUBLIC SAFETY MOBILE AND SURVEILLANCE WIRELESS MESH NETWORK

August 5, 2013

Page 3 of 4

The Sea Hawk Surveillance, Inc. proposal is within the budget for the project; meets the requirements established by the RFP, includes the enhanced capability to provide 2.4 GHz coverage within the mesh network for public or City access (if desired), and, provides a video management system compatible with cameras being used in other City projects ("Portable Surveillance Camera and Monitoring Station System").

The Police Department shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties (City). Staff requests the City Council authorize the City Manager to sign such subsequent agreement with the vendor to complete the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Police Department expects that this project will have a significant positive impact on our current services, public safety and the quality of life for those within our community. In addition to replacing and upgrading the aging public camera system in the downtown business district, the system sought in this project provides enhanced capabilities not previously available with the existing system.

CONCLUSION

Upon approval by City Council the recommended vendor for the "Public Safety Mobile and Surveillance Wireless Mesh Network" project:

1. City staff shall negotiate a contract for services with the selected vendor along with the City Attorney for completion of the project.
2. When mutually agreed upon, the City Manager will be authorized to sign the agreement on behalf of the City of Huntington Park.
3. Council Authorize the Finance Department to issue necessary purchase orders and make payments to facilitate the successful completion this project.

APPROVAL OF VENDOR FOR PUBLIC SAFETY MOBILE AND SURVEILLANCE
WIRELESS MESH NETWORK

August 5, 2013

Page 4 of 4

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



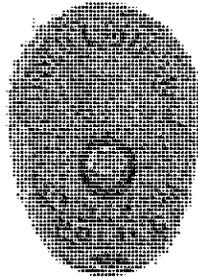
JORGE CISNEROS
Chief of Police

ATTACHMENTS

- Attachment A: Request For Proposal (RFP) for a "Public Safety Mobile and Surveillance Wireless Mesh Network"
- Attachment B: Mesh Network Map Attachment provided during RFP process.
- Attachment C: Proposal information provided by Sea Hawk Surveillance, Inc.

JC:NM:nm
rfpaward.meshnetwork

ATTACHMENT A



CITY OF HUNTINGTON PARK

Request for Proposal

“Public Safety Mobile and Surveillance Wireless Mesh Network”

February 7, 2013

TABLE OF CONTENTS

1.0 Introduction

1.1 Introduction5

1.2 Background5

1.3 Project Scope6

1.4 General Bidding Requirements6

2.0 General Submittal Requirements

2.1 Pre-qualification Criteria7

2.2 Proposal Contact7

2.3 Proposal Submittal Requirements8

2.4 Proposer Expenses8

2.5 Proposer’s Offer9

2.6 Interpretations, Discrepancies, and Omissions9

2.7 Tentative Schedule9

2.8 Mandatory Pre-proposal Conference9

2.9 Award10

2.10 Non-disclosure of Information10

2.11 Retention of Proposer Material.....10

2.12 Warranty10

2.13 Maintenance Fees11

3.0 General Terms and Conditions

3.1 Certification11

3.2 Conflict of Interest11

3.3 Assignment	11
3.4 Indemnification	12
3.5 Delivery of the Project Plan and Initial System Design	12
3.6 Liability for Failure to Provide Functionality.....	12
3.7 Independent Contractor	13
3.8 Payment	13
3.9 Insurance	13
3.10 Compliance with Laws and Regulations	14
3.11 Acceptance	14
3.12 New Services	15
4.0 Detailed Submittal Requirements	
4.1 Proposal Format	15
4.2 Executive Summary	16
4.3 Scope of Services	16
4.4 Company Background	16
4.5 Proposed Software and Computing Environment	17
4.6 Responses to Functional/ Technical Requirements	17
4.7 System Specifications.....	18
4.8 Deployment Plan.....	19
4.9 Implementation Plan	19
4.10 Maintenance and Support Program.....	20
4.11 Client Preferences.....	20
4.12 Cost Proposal.....	21
4.13 Exceptions to the RFP	21

4.14 Sample Documents22

5.0 Current System Environment

5.1 Current Systems22

6.0 Current Evaluation Criteria

6.1 Selection Participants22

6.2 Evaluation of Proposals22

6.3 Evaluation Selection Process23

1. INTRODUCTION

1.1 Introduction

HUNTINGTON PARK POLICE DEPARTMENT is seeking proposals from qualified firms for a mobile video surveillance and wireless data network using MESH technology and utilizing the 4.9 GHz Public Safety spectrum. The intended use for this technology will be the Public Safety organizations of HUNTINGTON PARK POLICE DEPARTMENT for both wireless data and video needs.

1.2 HUNTINGTON PARK POLICE DEPARTMENT Background

Demographics 2010

The 2010 United States Census reported that Huntington Park had a population of 58,114. The population density was 19,270 people per square mile (7,440.2/km²). The racial makeup of Huntington Park was 29,776 (51.2%) White, 440 (0.8%) African American, 752 (1.3%) Native American, 393 (0.7%) Asian, 28 (0.0%) Pacific Islander, 24,535 (42.2%) from other races, and 2,190 (3.8%) from two or more races. Hispanic or Latino of any race were 56,445 persons (97.1%).

The Census reported that 57,859 people (99.6% of the population) lived in households, 248 (0.4%) lived in non-institutionalized group quarters, and 7 (0%) were institutionalized.

There were 14,597 households, out of which 8,581 (58.8%) had children under the age of 18 living in them, 7,461 (51.1%) were opposite-sex married couples living together, 3,212 (22.0%) had a female householder with no husband present, 1,623 (11.1%) had a male householder with no wife present. There were 1,377 (9.4%) unmarried opposite-sex partnerships, and 81 (0.6%) same-sex married couples or partnerships. 1,644 households (11.3%) were made up of individuals and 694 (4.8%) had someone living alone who was 65 years of age or older. The average household size was 3.96. There were 12,296 families (84.2% of all households); the average family size was 4.19.

The population was spread out with 18,439 people (31.7%) under the age of 18, 6,984 people (12.0%) aged 18 to 24, 17,886 people (30.8%) aged 25 to 44, 10,942 people (18.8%) aged 45 to 64, and 3,863 people (6.6%) who were 65 years of age or older. The median age was 28.9 years. For every 100 females there were 99.6 males. For every 100 females age 18 and over, there were 97.8 males.

There were 15,151 housing units at an average density of 5,023.9 per square mile (1,939.7/km²), of which 3,936 (27.0%) were owner-occupied, and 10,661 (73.0%) were occupied by renters. The homeowner vacancy rate was 1.5%; the rental vacancy rate was 3.2%. 18,054 people (31.1% of the population) lived in owner-occupied housing units and 39,805 people (68.5%) lived in rental housing units.

For more information about HUNTINGTON PARK POLICE DEPARTMENT in general, please visit the web site at: www.huntingtonparkpd.org

1.3 Project Scope

HUNTINGTON PARK POLICE DEPARTMENT defined general scope:

The project will be to design and install a wireless data network using high performance multi-radio MESH technology used for Public Safety access, mobility and video surveillance. Utilization of the network will include but not be limited to anti-virus updates, software application updates, field reporting upload, database synchronization, mass file transfer, wireless video, incident scene communications and interoperable data communications among other possible future uses. This system must be CJIS and CLETS compliant as well as compliant with any other applicable federal and state regulations with regard to public safety communications and confidentiality.

1.4 General Bidding Requirements

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By virtue of submitting a proposal, interested parties are acknowledging:

- 1.4.1 HUNTINGTON PARK POLICE DEPARTMENT reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. HUNTINGTON PARK POLICE DEPARTMENT reserves the right to reject or reconsider any proposal submitted at any phase of the procurement process. It also reserves the right to meet with select Proposers at any time to gather additional information. Furthermore, HUNTINGTON PARK POLICE DEPARTMENT reserves the right to delete or add functionality up until the final contract signing and after contract signing through Change Orders, at any time in the implementation phase.
- 1.4.2 All proposers submitting proposals agree that their pricing is valid for a minimum of one year after proposal submission to HUNTINGTON PARK POLICE DEPARTMENT.
- 1.4.3 HUNTINGTON PARK POLICE DEPARTMENT prefers that licenses for software be "perpetual" (i.e., HUNTINGTON PARK POLICE DEPARTMENT purchases and retains the license to use the software forever) and of a "fixed" price nature (i.e., license fees, maintenance, and support cost schedule for first five years are presented).
- 1.4.4 Proposals will be received by HUNTINGTON PARK POLICE DEPARTMENT at the time and place so stated in this document. At that point, HUNTINGTON PARK POLICE DEPARTMENT will close

the receipt of proposals and begin the evaluation process. The only information that may be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, unless and/or until a contract is awarded.

HUNTINGTON PARK POLICE DEPARTMENT, solely at our option, may disclose the name(s) of any firms or companies being considered or elevated during the process. Realizing the nature of a competitive environment and protecting the integrity of the process, respondents are not to contact any staff or elected official in reference to the process unless they are solicited for contact by members of the RFP process at HUNTINGTON PARK POLICE DEPARTMENT. As information becomes available and is relevant for release, that information will be shared with respondents. Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

- 1.4.5 All firms submitting proposals are encouraged to submit the most competitive proposal possible, as any failure to do so may lead to elimination from consideration.
- 1.4.6 The project proposal must be "turn-key". All services, design, equipment, etc., must be included in a single contract.

2. GENERAL SUBMITTAL GUIDELINES

2.1 Pre-qualification Requirements

Proposers must meet the following pre-qualification criteria in order for a proposal to receive consideration.

- The proposer's solution must be capable of operating in the FCC licensed 4.9 GHz Public Safety band. HUNTINGTON PARK POLICE DEPARTMENT has successfully filed for and obtained a 4.9 license from the FCC.
- The proposer's solution must be deployed and operational with full implementation (tested and accepted by HUNTINGTON PARK POLICE DEPARTMENT) prior to one year from the date of an approved contract between the City and chosen proposer.
- The proposer agrees that they will warranty the solution, including implementation, to the business requirement responses requested in this RFP.
- The proposal for all implementation services must be provided on a not-to-exceed basis.

2.2 Proposal Contact

This RFP and any subsequent action taken as a result thereof, is issued by the HUNTINGTON PARK POLICE DEPARTMENT in accordance with LAWS or PROCUREMENT RULES on behalf of HUNTINGTON PARK POLICE DEPARTMENT. Proposal responses should be directed to Huntington Park City Clerk, as outlined below. In regards to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any HUNTINGTON

PARK POLICE DEPARTMENT employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. Any attempt by a proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the proposer from award for items or services on this RFP.

Proposal Contact:
Neal Mongan, Administrative Lieutenant

2.3 Proposal Submittal Requirements

In order to facilitate the analysis of responses to this RFP, Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each proposer is required to submit its proposal in a sealed package.

An original proposal plus (3) hard copies and 1 CD with electronic version of proposal and any supporting material and be labeled "Public Safety Mobile and Surveillance Wireless Mesh Network."

Submittals must be sealed and addressed to:

Office of the City Clerk
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

The Huntington Park City Clerk's office must receive proposals no later than 5:00 PM on **March 11, 2013**. The Proposer's name, RFP title, and proposal closing time and date must be marked clearly on the proposal submission. The time of receipt shall be determined by the time clock in the City of Huntington Park City Clerk's office. Late proposals will not be accepted.

HUNTINGTON PARK POLICE DEPARTMENT and the CITY OF HUNTINGTON PARK will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the proposer's responsibility to: (1) ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted.

2.4 Proposer Expenses

HUNTINGTON PARK POLICE DEPARTMENT will not be responsible for any expenses incurred by any proposer in the development of a response to this Request for Proposal or any other activities

associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to HUNTINGTON PARK POLICE DEPARTMENT and/or its representatives. Further, HUNTINGTON PARK POLICE DEPARTMENT shall reserve the right to cancel the RFP and the need for work described herein prior to issuance and acceptance of any contractual agreement by both parties.

2.5 Proposer's Offer

The Proposer offers to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the solutions and services described herein and in any applicable related documents (e.g., Notification of Solicitation, Request for Information, Addenda, Contract, Bonds, insurance, Plans, etc.).

2.6 Interpretations, Discrepancies, and Omissions

Should any proposer find discrepancies, omissions or ambiguities in this RFP, the proposer must at once request in writing an interpretation from proposal contact listed in Section 2.2. All questions submitted must be in writing. The deadline for submitting questions is February 15, 2013. All questions will be answered to the extent possible in the form of addenda to the specifications. All written requests for clarification should be addressed to the attention: **Neal Mongan, Administrative Lieutenant**

Failure to request an interpretation will be considered evidence that the Proposer understands the provision of the RFP.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by HUNTINGTON PARK POLICE DEPARTMENT. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. Acceptance of a contract will be deemed as acceptance by Proposer of all clarifications provided by HUNTINGTON PARK POLICE DEPARTMENT and no claim of ambiguity will be valid.

2.7 Tentative Schedule

Action	Applicable Dates
Publication of Request for Proposal	02-07-13
Mandatory Pre-proposal Meeting	02-13-13
Deadline to submit questions	02-15-13
Proposals due before 5:00 PM	03-11-13

2.8 Mandatory Pre-proposal Conference

HUNTINGTON PARK POLICE DEPARTMENT will host a MANDATORY Pre-proposal Conference to answer questions regarding the Request For Proposals – “Public Safety Mobile and Surveillance Wireless Mesh Network” on Wednesday, February 13, 2013 at 1:00 PM.

2.9 Award

HUNTINGTON PARK POLICE DEPARTMENT reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by HUNTINGTON PARK POLICE DEPARTMENT shall be deemed to be an acceptance of an offer that such acceptance will be binding upon Proposer. A proposing offer should therefore be based on the most favorable terms available from a price, business requirements and technical standpoint. HUNTINGTON PARK POLICE DEPARTMENT may also, at its sole discretion, have discussions with those proposers that it deems in its sole discretion to fall within a competitive range. HUNTINGTON PARK POLICE DEPARTMENT may enter into negotiations separately with such Proposers. Negotiations with a proposer may continue with a proposer that HUNTINGTON PARK POLICE DEPARTMENT has tentatively selected to award a contract to. HUNTINGTON PARK POLICE DEPARTMENT shall not be deemed to have finally selected a proposer until a contract has been successfully negotiated and signed by both parties.

2.10 Non-disclosure of Information

All data and information gathered by the proposer and its agents, including this RFP and all reports, recommendations, specifications, and data shall be treated by the proposer and its agents as confidential. The proposer and its agents shall not disclose or communicate the aforesaid matters or any relationship to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from HUNTINGTON PARK POLICE DEPARTMENT.

2.11 Retention of Proposer Material

HUNTINGTON PARK POLICE DEPARTMENT reserves the right to retain all proposals and affiliated materials regardless of which response is selected. No proposals or affiliated materials will be returned to proposers.

2.12 Warranty

A warranty is required for hardware, software and implementation services. It is assumed that Proposers have priced their services to recognize these warranty provisions. The extent of warranty coverage will be evaluated as part of the overall procurement process.

Hardware and Software: The selected Proposer shall warrant that any proposed hardware and software will conform to the requirements and specifications as stated in this RFP. That is, the detailed requirements as stated in this RFP and as later clarified in addenda will become part of the selected hardware and software Proposer's contract and will be warranted as such, except to the extent that the proposer's response explicitly excepts from a requirement or specification. The selected respondent must warrant that the content of its proposal accurately reflects the hardware and software's capability

to satisfy the functional requirements as included in this RFP and no merchantability disclaimer shall be accepted. Furthermore, the warranty, at a minimum, should be valid for a period of 24-months from the final acceptance of all modules by HUNTINGTON PARK POLICE DEPARTMENT (as will be further defined during the negotiations process) HUNTINGTON PARK POLICE DEPARTMENT will look more favorably at Proposers with warranty periods longer than the minimum specified herein.

Implementation Services: HUNTINGTON PARK POLICE DEPARTMENT also requires a warranty for implementation services (e.g., work products, developed modifications, and system configuration) for a minimum of 24-months after the system acceptance date of the respective modules. The implementation services firm must ensure that the implemented hardware and software conforms to the requirements responses warranted by the software vendor.

2.13 Maintenance Fees

Provide a breakdown of maintenance fees for years 2-5.

- 1) Additional Users and Modules
- 2) Certification
- 3) Maintenance and assumed support

All pricing must provide "guaranteed pricing" for 24 months from the award of contract for additional users and identified partners.

3. GENERAL TERMS AND CONDITIONS

3.1 Certification

The Proposer hereby certifies that they have carefully examined this Request for Proposal and documents attached hereto for terms, conditions, specifications, covenants, requirements, software, services, etc. and the Proposer certifies that they understand the scope of the work to be done, that the Proposer has knowledge and expertise to provide the scope of the work, and that their proposal is based upon the terms, conditions, specifications, services, software and requirements of this RFP and attachments. The Proposer further agrees that the performance time specified is a reasonable time. By their signature on the response to the RFP, the Proposer certifies that their proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that they understand collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

3.2 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by HUNTINGTON PARK POLICE DEPARTMENT. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that HUNTINGTON PARK POLICE DEPARTMENT, in consultation with legal counsel, may reject their proposal.

3.3 Assignment

No assignment of the Proposer's obligations nor the Proposer's right to receive payment hereunder shall be permitted without prior consent of HUNTINGTON PARK POLICE DEPARTMENT. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from HUNTINGTON PARK POLICE DEPARTMENT.

3.4 Indemnification

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to Proposer or any other person for, and Proposer shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the Proposer's performance of or failure to perform under this RFP, and/or the contract resulting from this RFP by the negligent or willful acts or omissions of Proposer, its agents, officers, directors, subcontractors or employees, committed in performing under this RFP and/or the contract resulting from this RFP.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which Proposer has agreed to indemnify INDEMNITEES as provided above, Proposer, upon notice from HUNTINGTON PARK POLICE DEPARTMENT, shall defend INDEMNITEES at Proposer's expense by counsel acceptable to HUNTINGTON PARK POLICE DEPARTMENT, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Proposer under Section 3.9 shall ensure Proposer's obligations under this section, but the limits of such insurance shall not limit the liability of Proposer hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the HUNTINGTON PARK POLICE DEPARTMENT's sole negligence or willful acts or omissions.

3.5 Delivery of the Project Plan and Initial System Design

The project plan and initial system design document (or other substantively equivalent implementation documents as may be agreed to by HUNTINGTON PARK POLICE DEPARTMENT prior to contract signing) are to be delivered within a contractually specified timeframe after contract signing. The project plan shall contain a complete work breakdown structure with task dependencies and predecessors. Non-performance in this regard may result in penalties. Extensive delay (defined under the contract) in delivery under this section may result in penalties and ultimate cancelation of the project with a new Proposer being selected.

3.6 Liability for Failure to Provide Functionality

In the event the selected proposer (Implementer) fails to provide a functionality in accordance with its response to this RFP after notice and reasonable opportunity to cure, HUNTINGTON PARK POLICE DEPARTMENT may (1) terminate the implementation agreement for cause, or (2) upon written notice to the Implementer, obtain the functionality from a third party, in which case the Implementer shall be liable for any additional costs incurred by HUNTINGTON PARK POLICE DEPARTMENT in obtaining the promised functionality and such amount may be subtracted from any amount owed to the Implementer. This remedy will be in addition to any other warranties or remedies provided.

3.7 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of HUNTINGTON PARK POLICE DEPARTMENT and Proposer shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save HUNTINGTON PARK POLICE DEPARTMENT harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.8 Payment

Payment for the mobile wireless MESH network and for the implementation of services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by HUNTINGTON PARK POLICE DEPARTMENT. Prior to payment, the Contractor must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

In addition, HUNTINGTON PARK POLICE DEPARTMENT will retain 20% of all service payments, with such retention being released on final acceptance of the entire system, which will be defined during the contract negotiation phase.

3.9 Insurance

Proposers shall obtain, at their sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by City of Huntington Park's Risk Manager.

Commercial General Liability - Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.

Commercial Automobile Liability, with limits of no less than \$1,000,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a HUNTINGTON PARK POLICE DEPARTMENT site.

Professional Liability (Errors and Omissions) with limits of no less than \$3,000,000 each occurrence and \$5,000,000 aggregate.

All insurance companies must be licensed and be acceptable to City of Huntington Park's Risk Manager. Insurance Policies, except Workers' Compensation, shall be endorsed (1) to show the City of Huntington Park as additional insured, as their interests may appear and (2) to amend cancellation notice to 30 days, pursuant to law.

If an "ACCORD" Insurance Certificate is used, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "cancellation" paragraph of the form shall be deleted.

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

HUNTINGTON PARK CITY CLERK
6550 Miles Avenue | Huntington Park, CA 90255

If the Proposer does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to HUNTINGTON PARK POLICE DEPARTMENT may be considered.

3.10 Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify HUNTINGTON PARK POLICE DEPARTMENT at once, indicating in their letter the specific regulation which required such alterations. HUNTINGTON PARK POLICE DEPARTMENT reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract. HUNTINGTON PARK POLICE DEPARTMENT shall have no liability for such cancellation and any deposits, payments, etc., shall be returned to HUNTINGTON PARK POLICE DEPARTMENT. All losses, investment, etc., shall be

borne by proposer for not having identified the regulations prior to proposing the solution in their response to the RFP.

3.11 Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal. Any limitation or exclusions shall be clearly listed as such under a section titled, *Limitations and Exclusions*. Failure to clearly list items in such a manner will be grounds for elimination from consideration.

Furthermore, HUNTINGTON PARK POLICE DEPARTMENT is not bound to accept a proposal on the basis of lowest price, and further, HUNTINGTON PARK POLICE DEPARTMENT has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in HUNTINGTON PARK POLICE DEPARTMENT's best interests to do so. HUNTINGTON PARK POLICE DEPARTMENT reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in HUNTINGTON PARK POLICE DEPARTMENT's best interest. Moreover, HUNTINGTON PARK POLICE DEPARTMENT reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of HUNTINGTON PARK POLICE DEPARTMENT.

3.12 New Services

From time to time during the implementation period and afterward, HUNTINGTON PARK POLICE DEPARTMENT may elect to have the Proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services (the "New Services"). Prior to beginning work on any New Services, the Proposer and will agree and document the scope of work to be performed and compensation rate. This will be accomplished through an amendment to the contract.

4. DETAILED SUBMITTAL REQUIREMENTS

4.1 Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Each proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections:

PROPOSAL SECTION TITLE

- 1) Executive Summary
- 2) Scope of Services

- 3) Company Background
- 4) Proposed Software, Hardware and Computing Environment
- 5) Responses to Functional/Technical Requirements
- 6) System Specifications
- 7) Deployment Plan
- 8) Implementation Plan
- 9) Maintenance and Support Program
- 10) Client References
- 11) Cost Proposal
- 12) Exceptions to the RFP
- 13) Sample Documents

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only.

4.2 Executive Summary

(Proposal Section 1.0) This part of the response to the RFP should be limited to a brief narrative summarizing the proposer's proposal. The summary should be oriented toward the business personnel who would implement the project and should include technical information and language only to the extent required to describe the proposal. Please note that the executive summary should identify the primary engagement contact for the software and hardware firm, the contact for the implementation services firm if different, and the contact for any third-party software being proposed. Contact information should include a valid e-mail address, fax number, and a toll-free telephone number (if applicable).

4.3 Scope of Services

(Proposal Section 2.0) This section of the Proposer's proposal should include a general discussion of the proposer's overall understanding of the project and the scope of work proposed. The scope statement should include all work from project inception to the completion of the warranty period.

The selected Proposer shall be required to provide all labor, new installation of materials, all new devices, coordination, planning, scheduling, design support, engineering, permitting, plan checking, materials, supplies, tools, equipment, installation equipment, installation, supervision, transportation, testing labor, terminations, testing and acceptance and any other services or items necessary to accomplish the installation of a fully-functioning system.

4.4 Company Background

(Proposal Section 3.0) Each proposal must provide the following information about the submitting proposer's company, the implementation partner's company, if any, and any third-party vendor being proposed to provide a business function so that HUNTINGTON PARK POLICE DEPARTMENT can evaluate the Proposers' stability and ability to support the commitments set forth in responses to the RFP. HUNTINGTON PARK POLICE DEPARTMENT, at its option, may require the Proposer to provide additional support or clarify requested information.

Background information shall include:

- How long the company has been in business.
- A brief description of the company size and organizational structure.
- How long the company has been selling the proposed solution to clients similar to HUNTINGTON PARK POLICE DEPARTMENT.
- Most recent audited financial statements. The statements should include information on annual sales, profitability, etc.
- Listing of installs at entities similar to HUNTINGTON PARK POLICE DEPARTMENT by name and state.
- A brief description of any pending litigation where Proposer is either defendant or plaintiff.
- A list of clients where the contractual relationship was not completed and or/severed for reasons other than convenience. A brief description of why the relationship was severed and the name of the implementer, the implementer's engagement manager, and project manager are also required.
- If partnering, how long the implementer has worked with vendor and how many implementations the two parties have completed together.
- Copies of business licenses, professional certifications and/or other relevant credentials.

4.5 Proposed Software, Hardware and Computing Environment

(Proposal Section 4.0) The proposer must present, in detail, the version, features and capabilities of the proposed system. In addition to the description, please provide in succinct narrative form (at least one paragraph per item) answers to the following questions:

- 4.5.1 Technology Architecture. Included in this section should be a detailed technical overview of any proposed hardware or software platform. Include hardware/software architecture diagrams, process flow diagrams, network diagrams and minimum client computer configurations where appropriate. Ensure the following questions are answered: upon which platforms does your system run? What are the optimal and minimum network requirements? What are the optimal and minimum server requirements?
- 4.5.2 Administration Toolsets. What administration toolsets are included with the system? What skills are required to maintain the system? What tools are available to customize the system? What monitoring is routinely required for optimal system performance?
- 4.5.3 Security and Compliance. What security tools are included with the system? How is the security profile defined? What is included in the user security profile?
- 4.5.4 Upgrade Function. What is the software upgrade frequency? How are patches and fixes

applied? How are patches and fixes deployed? How are upgrades applied? How much training (technical training and end user) is generally required with upgrades to the system? What happens to software customizations (e.g., user-defined tables and fields) during the upgrade? How many versions of the software does your company support? Please provide details of all upgrades and bug patches over the last three years. Also provide an anticipated future release schedule.

4.6 Responses to Functional/Technical Requirements

(Proposal Section 5.0) Responses to the functional / technical requirements listed below must be provided in this section of the proposer's proposal.

Functional/Technical Requirements:

- 1) The wireless mesh system must be capable of operating multiple frequencies, with multiple radios dedicated for backhaul that simultaneously send and receive traffic along with multiple radios dedicated for simultaneous client access.
- 2) The wireless mesh system must be 100% IP-based network solution and non-proprietary 802.1x standards.
- 3) The wireless mesh system must be capable of supporting laptops, PDAs, Wi-Fi phones, smart phones, tablets, stationary CPE, in-vehicle mobile CPE, and other wireless access devices compliant to 802.11 technology standards.
- 4) Cameras using the ONVIF standards are preferred.
- 5) The wireless mesh system must support mobile mesh units using 4.9 GHz and 2.4 GHz frequency for connections to the wireless infrastructure and mobile computing devices.
- 6) The wireless mesh system must support encryption types AES, TKIP, static and dynamic WEP.
- 7) The wireless mesh system must support authentication types 802.1x, WPA, WPA2, WPA-PSK, WPA2-PSK, EAP-MD5/TLS/TTLS/PEAP, and Access Control Lists.
- 8) The wireless mesh system must support Layer 2 security traffic isolation between users at the same AP radio as well as throughout the entire wireless network.
- 9) The wireless mesh system must support Rogue Device Detection and reporting for adhoc or infrastructure devices in 2.4 GHz, 4.9 GHz, and 5 GHz frequencies.
- 10) The wireless mesh system must support VPN sessions in the network.
- 11) The wireless mesh system must support SSID suppression.
- 12) The wireless mesh system must cover a specific area between Florence Avenue to the South, Slauson Avenue to the North, Rugby Avenue to the West, and Miles Avenue to the East (to include the Civic Center).

4.7 System Specifications

- 4.7.1 HUNTINGTON PARK POLICE DEPARTMENT has identified the following items are needed to complete the system. The Proposer must fit their proposal to these items and specifications.
- 4.7.2 Multi-radio wireless Layer 2 switched architecture with: 5 GHz, 2.4 GHz and 4.9 GHz
- 4.7.3 Centralized Element Management System of Hardware and Software that does not require a Hardware Controller Appliance for Control or Mobility.
- 4.7.4 (40) Mobile wireless units that will be vehicular mounted.
- 4.7.5 (16) IP cameras for day and night operation outdoors covering downtown areas
- 4.7.6 Core network equipment: switches, routers, servers, etc.
- 4.7.7 Deployment Services for the system to include a project manager to oversee all Proposer responsibilities, technical resources for system design and planning, installation resources, system optimization, testing, documentation and warranty services.
- 4.7.8 (One/Two/Three) year software and hardware warranty including technical support included in initial purchase price. Optional extended warranties for software, hardware and technical support to extend to 5 years and beyond.
- 4.7.9 Training for usage, operating, and maintaining the wireless mesh network.

4.8 Deployment Plan

- 4.8.1 The deployment planner will coordinate with Proposer, HUNTINGTON PARK POLICE DEPARTMENT and local partners.
- 4.8.2 HUNTINGTON PARK POLICE DEPARTMENT and partners will provide network integration based on requested specs and mutual agreement.
- 4.8.3 Proposer will provide installation at all locations,
- 4.8.4 HUNTINGTON PARK POLICE DEPARTMENT and partners will provide continuous one hundred and twenty (120) VAC power within six (6) feet of each device.
- 4.8.5 HUNTINGTON PARK POLICE DEPARTMENT and partners will provide bonding and a single point ground connection within six (6) feet of each device per NEC standards.
- 4.8.6 HUNTINGTON PARK POLICE DEPARTMENT and partners will provide IP

connections from the edge router to host and servers.

4.9 Implementation Plan

(Proposal Section 6.0) The proposer must provide a detailed plan for implementing the proposed system. This information should include:

4.9.1 Specific phases of the engagement to be executed by the Proposer. Typical implementation phases include:

- Engagement Preparation
- Solution Planning
- Project Kick-Off
- Solution Implementation
- HUNTINGTON PARK POLICE DEPARTMENT Deliverables & Knowledge Transfer
- Implementation Engagement Closure

4.9.2 Project duration and scheduling. This section should include the following:

- Estimate of when the engagement will be scheduled (within a specific timeframe or based on an event such as contract execution).
- Period of performance for the engagement (in days).
- When the work will be conducted (normal business hours versus after hours or weekends...).

4.10 Maintenance and Support Program

(Proposal Section 7.0) The proposal must specify the nature of any post-implementation and on-going support provided by the Proposer including:

- 4.10.1 Post-implementation support (e.g., 60 days of on-site support after go-live).
- 4.10.2 Telephone support (e.g., include toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.).
- 4.10.3 Special plans defining "levels" of Huntington Park Police Department support (e.g., gold, silver, etc.). Define what level of support is being proposed.
- 4.10.4 Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.
- 4.10.5 Availability of user groups and their geographic areas.
- 4.10.6 Problem reporting and resolution procedures.

4.10.7 Bug fixes and patches.

4.10.8 Support provided for third-party solutions.

4.10.9 Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base).

4.11 Client References

(Proposal Section 8.0) HUNTINGTON PARK POLICE DEPARTMENT considers references to be important in its decision to award a contract. HUNTINGTON PARK POLICE DEPARTMENT will not call Proposers to tell them that their references will be contacted because all references provided will be contacted by HUNTINGTON PARK POLICE DEPARTMENT during the selection process. Similarly, HUNTINGTON PARK POLICE DEPARTMENT will not work through a proposer's Reference Manager to complete a reference. The names and phone numbers of the project manager for each reference must be listed.

The proposal must contain three (3) verifiable references of the vendor's proposed solution that has been operational for a minimum of 90 days, preferably local government. One of the references must have a deployed network of the mesh technology proposed herein with a minimum of either 3 square miles or 250 units due to the size of HUNTINGTON PARK POLICE DEPARTMENT's network.

4.12 Cost Proposal

(Proposal Section 9.0) Proposers should submit an estimate of project costs in the proposal.

Project scope should be assumed to include all functionality listed in the RFP.

HUNTINGTON PARK POLICE DEPARTMENT reserves the right to contact proposers on cost and scope clarification at any time throughout the selection process and negotiation process. HUNTINGTON PARK POLICE DEPARTMENT is asking proposers to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated.

HUNTINGTON PARK POLICE DEPARTMENT may award a contract, based on initial offers received without discussion of such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. HUNTINGTON PARK POLICE DEPARTMENT may, however, have discussion with those proposers that it deems in its discretion to fall within a competitive range. It may also request revised pricing offers from such proposers, and make an award and/or conduct negotiations thereafter.

Further information, which may be useful in developing the cost proposal, is included in Section 5 of this RFP.

Users: (example below)

For this initial project, HUNTINGTON PARK POLICE DEPARTMENT would like to have (40) wireless users; (30) vehicle mounted modems and (16) wireless cameras. If additional users are identified, the system must have the ability to expand.

4.13 Exceptions to the RFP

(Proposal Section 10.0) All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for HUNTINGTON PARK POLICE DEPARTMENT, and the CLEAR description of the advantages or disadvantages to HUNTINGTON PARK POLICE DEPARTMENT as a result of exceptions. HUNTINGTON PARK POLICE DEPARTMENT, in its sole discretion, may reject any exceptions or specifications within the proposal. Proposers may also provide supplemental information, if necessary, to assist HUNTINGTON PARK POLICE DEPARTMENT in analyzing responses to this RFP.

4.14 Sample Documents

(Proposal Section 11.0) Proposers should include sample copies of the following documents:

- Sample software/hardware licensing agreement
- Sample maintenance agreement
- Sample documentation (user guides, training materials, etc.)

5. CURRENT SYSTEM ENVIRONMENT

5.1 Current Systems

HUNTINGTON PARK POLICE DEPARTMENT has a modern technology environment and the following aspects of HUNTINGTON PARK POLICE DEPARTMENT's technology infrastructure should position HUNTINGTON PARK POLICE DEPARTMENT to support public safety operations.

- For security reasons all other technical information will be provided to qualified and vetted bidders who have exercised a confidentiality agreement.

6. EVALUATION CRITERIA

6.1 Selection Participants

Evaluation Team. HUNTINGTON PARK POLICE DEPARTMENT IS and Public Safety Teams will evaluate the proposals.

Stakeholders. Stakeholders consist of subject matter experts from other entities that have knowledge of specific processes. Stakeholders will support the Evaluation Team during the procurement process.

6.2 Evaluation of Proposals

Evaluation criteria will be used to determine the successful vendor. The vendor's proposal will be evaluated based on the following criteria:

- Compliance with the general bidding requirements, general submittal requirements, and detailed submittal requirements of the RFP.
- Implementation capability and strategy.
- Compliance with system deployment, implementation and acceptance dates as set forth in section 2.1 Pre-qualification Requirements.
- Total system cost.
- Provision of three verifiable references of the vendor's proposed solution that has been operational for a minimum of 90 days, preferably local government.

These criteria are provided for informational purposes and are not intended to represent an order of preference or weight.

6.3 Evaluation Selection Process

A forced choice factor weighting analysis of the evaluation criteria will be utilized to determine the vendor that represents the best value, most flexible and scalable solution for HUNTINGTON PARK POLICE DEPARTMENT and its partners.

ATTACHMENT B

ATTACHMENT A

Mesh Network Coverage

Between: Florence Ave to Slauson Av and Miles Av to Rugby Av

Plus: Civic Center, Florence Av between Rugby Av and Santa Fe, Gage Av between Rugby Av and Santa Fe Av, Slauson Av between Rugby Av and Santa Fe Av



High Definition PTZ Camera Locations:

Intersections (9)

Pacific Bl // Florence Av
Pacific Bl // Saturn Av
Pacific Bl // Zoe Av
Pacific Bl // Gage Av
Pacific Bl // Clarendon
Pacific Bl // Randolph St
Pacific Bl // Belgrave Av
Pacific Bl // Slauson Av
Santa Fe Av // Gage Av

Parking Lots (6)

6700 Rugby Av
6300 Rita Av
6500 Rita Av
6600 Rita Av
6800 Rita Av
City Hall/Civic Center

Keller Park (1)

ATTACHMENT C

SEA HAWK SURVEILLANCE INC.

1

PROPOSAL
CITY OF HUNTINGTON PARK

“Public Safety Mobile and Surveillance Wireless
Mesh Network”

Luis R. Lopez
909-821-9482



March 28, 2013

1. Executive Summary

Sea Hawk Surveillance, Proposer, and its technology partner Strix Systems and Avigilon are pleased to present the enclosed Proposal to the City of Huntington Park in response to its Request for Proposal for a "Public Safety Mobile and Surveillance Wireless Mesh Network".

The Proposal is intended to provide a wireless network for video surveillance, wireless radio coverage for police vehicles and in addition possible public use in selected critical areas (as defined by the Town) in the initial phase, with the capability to expand to additional applications or areas in the future.

The solution described here is based on Strix Systems multi-radio mesh technology that has been deployed in a number of Public Safety applications in the US and overseas. The Strix technology is based on an integrated and field upgradeable Wi-Fi mesh/Public Safety infrastructure (2.4, 5.8, 4.9GHz) employing dual radio mesh-node connectivity.

Sea Hawk and its technology partner Strix Systems, Inc. and Avigilon Inc. will provide a turnkey solution for the City of Huntington Park: including a wireless system design, wireless equipment and cameras, mobile units for Police vehicles, installation services, as well as post installation training and support.

2. Scope of Services

Proposer understands that the intent and scope of this project is to design and deploy a multi-application wireless data network whose primary application is Public Safety access, mobility and video surveillance. The network is to be employed for a variety of applications such as video surveillance for crime scene monitoring, incident scene communications, file transfer, field reporting etc.

It is also understood that the network is to be deployed in certain critical areas. However, in the future both network coverage area and the applications may be expanded to include for example, public Internet access offered by 3rd party ISP's providing service over the network on a fee for service basis.

Proposer understands that this is a turnkey project and will provide the services listed here as part of the undertaking:

- a. Project milestones and schedule
- b. Project coordination
- c. Site Survey
- d. Overall System design and engineering
- e. All equipment required for the project
- f. Installation of equipment
- g. Acceptance testing of the network

- h. Training
- i. Post handover technical support

3. Company Background

Strix Systems, Inc., is a leader in wireless mesh networking. The company was founded in 2000 and acquired by private equity in November 2008. Strix is a US Delaware Corporation with offices in the US (California) and in India. The company has a global presence with sales and support locations in the US, India, Europe, Brazil, Japan, China, and Korea. The company's products have been deployed in over 40 countries. It is well known throughout the industry for its large mesh deployments, including a 1000 node network in India. It has more than 16 international patents.

Strix Access/One® multi-radio mesh products are the industry's only modular and most scalable mesh platform, delivering the largest capacity, highest throughput and lowest latency. This new generation of product was specifically designed to support high quality voice, video, and data in both fixed and mobile applications in large-scale deployments. Sold globally to service providers and municipalities in conjunction with its partner ecosystem, Strix Access/One solutions have been deployed in many hundreds of networks worldwide, outdoor and indoor, in metro, public safety, government, homeland security, medical, energy, industrial, transportation, hospitality, education, enterprise, and residential markets.

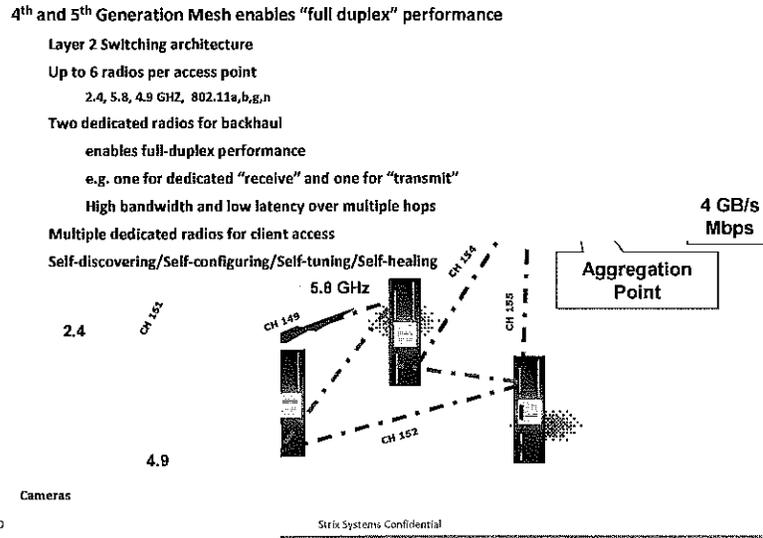
A number of selected Strix deployments are included as an attachment to this proposal

4. Proposed Software, Hardware and Computing Environment

a. Technology Architecture

- i. The Strix Systems Wireless Mesh Network is designed to perform the following functions
 - 1. To support public safety and public access along the streets and within the neighborhoods and business districts that is within the coverage area. The network is based on a carrier class technology platform that supports public safety over 4.9GHz and commercial services over 2.4 GHz and backhaul over 5.8 GHz.
 - 2. To support a broad range of municipal services, such as video surveillance, Internet access, voice, etc... Of particular note is the networks ability to support video surveillance and mobility at speeds greater than 60 MPH.
 - 3. To provide sufficient bandwidth to satisfy all of the application needs, today and tomorrow. The proposed solution offers the highest level of network capacity from both a mesh network backhaul perspective and a subscriber access capacity.

4. To be a reliable, future-proof (field upgradeable), carrier class infrastructure with a low overall Total Cost of Operation (TCO).
- ii. The basic elements of the Strix architecture are depicted in the diagram below;

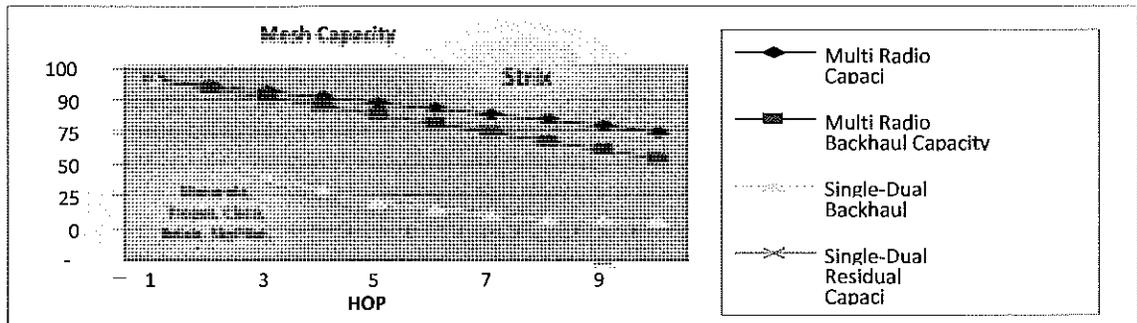


The Strix architecture embodies a layer-2 Multi-radio design with minimum 2 radios per node dedicated to carrying traffic between mesh nodes. This unique design, in combination with Strix dynamic mesh routing algorithms results in a self-forming and self-healing mesh that carries traffic over many hops with minimal loss of throughput. This capability is essential in providing cost efficient operation in urban canyons, dense urban and foliage dominated environments.

Strix "secret sauce" is combining 2 radios per node for inter-node mesh communications with a self-forming dynamic mesh routing algorithm. Additional radios in each node are dedicated to end user access at 2.4 and 4.9 GHz. A given Strix node can contain as many as 6 radios: hence the "Multi-radio" designation. Each of the 2 radios dedicated to inter-node mesh communications operates at a different frequency in the 5.2, 5.4 or 5.8 GHz bands. The ability for neighboring nodes to operate at different frequencies eliminates the self-interference which plagues the older product platforms. The self-forming mesh algorithm permits the inter-node radios to select the optimal operating frequency in real time: taking into account the frequencies of neighboring nodes as well as external sources of interference, including military radar. This unique

combination makes it possible for the Strix platform to carry substantial traffic over many mesh hops with little or no loss of throughput.

The capacity advantages of the Strix platform are displayed in the diagram below. As shown, the traffic capacity of single and dual radio platforms declines rapidly after a very few hops. The Strix platform maintains throughput over many hops.



The Strix platform is an open, standards based platform, capable of supporting 2.4, 5.2, 5.4, 5.8 and 4.9 GHz offerings. Moreover, the Strix platform supports the FCC mandated DFS radar avoidance capability, permitting Strix to operate in the 5.2 and 5.4 frequency bands. This latter capability is essential to minimize interference in an urban setting permitting the deployment of a carrier class network capable of supporting commercial and public safety traffic.

The capabilities of the Strix platform to carry traffic over multiple hops and support substantial voice traffic have been independently tested. Interestingly, most other platform vendors invited to participate in a comparative bake-off declined; citing internal resource constraints. An extract from the report appears below:

Strix Systems' outdoor urban mesh solution

Purpose	Result	Comments
Backhaul performance and node capacity		
Backhaul throughput	★★★★★	Maximum throughput levels achieved independently of the number of hops with multiple radios
Backhaul throughput with simulated clients	★★★★★	Same throughput level as for the previous test, with as many as 127 clients per radio
Fully loaded single node capacity	★★★★★	Can even saturate a Fast Ethernet uplink using six radios (test was performed with two)
Voice call capacity		
Call capacity without any background traffic	★★★★★	36 excellent quality calls maintained over four hops
Call capacity with background traffic	★★★★	Voice prioritization guarantees highest MOS score over four hops on 23 calls with added data traffic
Mobility handoff		
Mobility handoff delay	★★★★★	Under the 50 millisecond industry mantra so short enough to maintain high quality voice call during handoff
Failover roaming		
Failover roaming delay	★★★★	1 second failover comparable to Rapid Spanning Tree on wired Ethernet

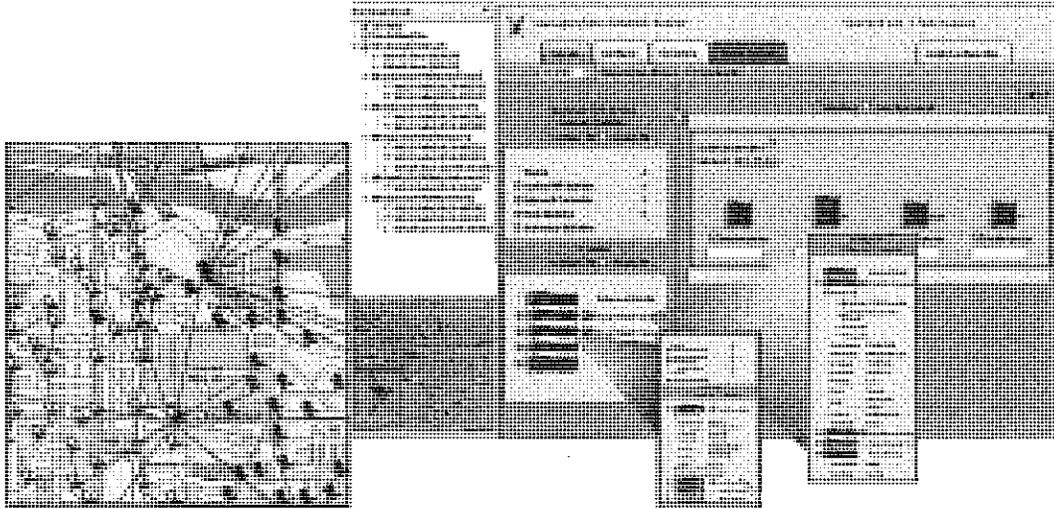
In addition, the Strix platform has been specifically designed to be both hardware and software field upgradeable thus ensuring a low cost technology refresh capability. No other existing technology platform can match this capability.

b. Administration Toolsets

- i. The Strix transport architecture is complimented by Strix next generation open management system
- ii. The Strix Element Management System is a combination of a physical hardware module seated in one or more Strix units, embedded Manager/One (M1) software with web GUI, CLI and SNMP interfaces, and a comprehensive set of centralized management provisioning, health monitoring and statistics, and global control.

The Strix Systems Access/One Network Management uses a 2-fold approach, which includes both proprietary and open methodologies. Manager/One M1 utilizes data collected from the Network Server and allows for cloud level provisioning. M3 is an open management platform utilizing data from the Network Server and other sources, including existing OSS systems.

M1 and M3 provide all the required facilities to monitor the system for optimal performance.



Strix Manager/Three - M3

Strix Manager/One - M1

c. Security and Compliance

- i. Strix networks have a multi-layered security approach. In addition to the Authentication, Encryption and Infrastructure security, there are many enhanced security supported methods and provisioning.
- ii. Strix supports BSSID network identifiers that can be hidden or suppressed to make detection by network “sniffing” software difficult.
- iii. Strix supports compatibility with VPNs and the multiple VPN methodologies used such as IPSEC, PPTP, L2TP, etc.
- iv. Strix supports up to 250 VLANs per radio and up to 4096 VLAN tags. Strix supports the 802.1q protocol for VLAN tagging.
- v. Strix supports user and traffic isolation. Strix has a feature called Client Connect Privacy (CCP) that is available for use on a per BSSID basis – used as needed for a virtual wireless network. It is similar to Hardware Switch Port Isolation on a wired data switch. CCP blocks users from file browsing and prevents peer-to-peer or other traffic between users in the network both at the mesh unit level and network wide. An example might be stopping virus activity and malicious behavior from spreading to all users in the network.
- vi. The Strix network will support both local and remote user authentication. For local authentication, the Strix network equipment is responsible for determining whether a user’s device

has network privileges and if they don't, traffic to and from that client is not allowed. For remote authentication, the Strix access points assume the role of gatekeeper, blocking user access until an external RADIUS server validates the user's identity and authorizes access. The system supports EAP encapsulated RADIUS exchanges, including the MD5, TLS, TTLS and PEAP protocols, and has agnostic compatibility with RADIUS servers.

1. The network will support the industry standard 802.1x protocols with EAP-MD5, EAP-TLS, EAP-TTLS and EAP-PEAP algorithms.
 2. The network will support WPA (Wi-Fi Protected Access) providing per-user authentication. There are two supported types that include Pre Shared Key (PSK) for base-level and statically assigned authentication and Temporal Key Integrity Protocol (TKIP) for stronger encryption and key management per user. TKIP relies on a RADIUS server and provides dynamic key rotation. TKIP is part of the 802.11i security protocol.
 3. Strix supports additional control by use of MAC address filtering and using Access Control Lists (ACL) on a per BSSID basis at each Strix radio in a Strix access point to prevent access from unauthorized client devices.
 4. The segmentation of the Wireless Network into logical sub-networks (Virtual Local Area Networks or VLANs) to support different classes of users. This includes the ability to define and manage different profiles for authentication, encryption, Quality of Service (QoS), and other service characteristics for each user class. This would include the capability to permit free access to the Wireless Network within selected public spaces within the Town and allow other providers to offer alternative retail services.
- vii. Strix Access/One Networks support client/server WEP, including TKIP/MIC enhancements, and AES cipher suites, with either static or dynamic keys. Additionally, Strix Access/One Networks support infrastructure-to-infrastructure high-level AES encrypted links.
1. Strix supports standard 64/128-bit WEP, which provides base-level security and serves as a simple deterrent between the wireless clients and the wired network. Strix additionally supports Dynamic WEP, which relies on a RADIUS server and provides dynamic key rotation vs. a statically assigned key for stronger encryption.
 2. Strix supports standard high level AES for client end devices with AES support and relies on a RADIUS server for dynamic key rotation.

3. Strix supports standard high level AES for wireless backhaul infrastructure links between units and does not require a RADIUS server. Strix has designed and optimized its product through hardware accelerated network processors for no degradation of bandwidth and supports the highest possible throughput levels.
4. Strix supports login password encryption. This allows additional security and defends against common attacks such as a Dictionary Security Attack.

d. Upgrade Function

- i. The Strix platform has been specifically designed to be both hardware and software field upgradeable thus ensuring a low cost of servicing and technology refresh capability.
- ii. The Strix access point is the only modular design available on the market today. The uniqueness of the modularity provides network operators two significant advantages: (1) to easily scale density of users and (2) to future proof the equipment investment by allowing an upgrade to future radio frequency technologies without a complete replacement. With this architecture Strix can support new and future technologies with a combination hardware and software upgrade to the existing chassis. Additionally it allows for improved serviceability if a board needs to be serviced vs. the entire unit.
- iii. Strix provides software upgrades on a regular/as needed basis. Generally once or twice per year. Software patches and/or upgrades are downloaded remotely to the entire network. Standard Strix technical training is generally sufficient to support the network. User defined fields/databases are retained during upgrades. Strix has a large number of customers with deployed networks in many countries. Accordingly Strix supports multiple versions of its software.
- iv. Details of bug patches and future release schedules are proprietary information. However, Strix would be pleased to provide such information under a suitable non-disclosure agreement.

5. Responses to Functional/Technical Requirements

a. The wireless mesh system must be capable of operating multiple frequencies, with multiple radios for backhaul that simultaneously send and receive traffic along with multiple radios dedicated for simultaneous client access.

- i. Comply. The Strix architecture embodies a layer-2 Multi-radio design with minimum 2 radios per node dedicated to carrying traffic between mesh nodes. This unique design, in combination

with Strix dynamic mesh routing algorithms results in a self-forming and self-healing mesh that carries traffic over many hops with minimal loss of throughput. This capability is essential in providing cost efficient operation in urban canyons, dense urban and foliage dominated environments.

- ii. Strix “secret sauce” is combining 2 radios per node for inter-node mesh communications with a self-forming dynamic mesh routing algorithm. Additional radios in each node are dedicated to end user access at 2.4 and 4.9 GHz. A given Strix node can contain as many as 6 radios: hence the “Multi-radio” designation. Each of the 2 radios dedicated to inter-node mesh communications operates at a different frequency in the 5.2, 5.4 or 5.8 GHz bands. The ability for neighboring nodes to operate at different frequencies eliminates the self-interference which plagues the older product platforms. The self-forming mesh algorithm permits the inter-node radios to select the optimal operating frequency in real time: taking into account the frequencies of neighboring nodes as well as external sources of interference, including military radar. This unique combination makes it possible for the Strix platform to carry substantial traffic over many mesh hops with little or no loss of throughput.

b. The wireless mesh system must be 100% IP based with non-proprietary 802.1x standards

- i. Comply. The Strix system is a 100% IP based network system using the 802.1x standards

c. The wireless mesh system must be capable of supporting laptops, PDA's, Wi-Fi Phones, smart phones, tablets, stationary CPE, in-vehicle mobile CPE and other 802.11 wireless devices.

- i. Comply. The Strix system supports all such devices.

d. Cameras using the ONVIF standards preferred

- i. Comply

e. The wireless infrastructure must support mobile mesh units using 4.9 GHz and 2.4 GHz for connections to the wireless infrastructure and mobile computing devices.

- i. Comply. The Strix system supports such units

f. The wireless mesh system must support encryption types AES, TKIP, static and dynamic WEP.

- i. Comply. Strix Access/One Networks support client/server WEP, including TKIP/MIC enhancements, and AES cipher suites, with either static or dynamic keys. Additionally, Strix Access/One Networks support infrastructure-to-infrastructure high-level AES encrypted links.
 - 1. Strix supports standard 64/128-bit WEP, which provides base-level security and serves as a simple deterrent between the wireless clients and the wired network. Strix

additionally supports Dynamic WEP, which relies on a RADIUS server and provides dynamic key rotation vs. a statically assigned key for stronger encryption.

2. Strix supports standard high level AES for client end devices with AES support and relies on a RADIUS server for dynamic key rotation.
 3. Strix supports standard high level AES for wireless backhaul infrastructure links between units and does not require a RADIUS server. Strix has designed and optimized its product through hardware accelerated network processors for no degradation of bandwidth and supports the highest possible throughput levels.
 4. Strix supports login password encryption. This allows additional security and defends against common attacks such as a Dictionary security attack.
- g. **The wireless mesh system must support authentication types 802.1x, WPA, WPA2, WPA-PSK, WPA2-PSK, EAP-MD5/TLS/TTLS/PEAP and Access Control Lists**
- i. Comply. The Strix network will support both local and remote user authentication. For local authentication, the Strix network equipment is responsible for determining whether a user's device has network privileges and if they don't, traffic to and from that client is not allowed. For remote authentication, the Strix access points assume the role of gatekeeper, blocking user access until an external RADIUS server validates the user's identity and authorizes access. The system supports EAP encapsulated RADIUS exchanges, including the MD5, TLS, TTLS and PEAP protocols, and has agnostic compatibility with RADIUS servers.
 - ii. The network will support the industry standard 802.1 x protocols with EAP-MD5, EAP-TLS, EAP-TTLS and EAP-PEAP algorithms.
 - iii. The network will support WPA (Wi-Fi Protected Access) providing per-user authentication. There are two supported types that include Pre Shared Key (PSK) for base-level and statically assigned authentication and Temporal Key Integrity Protocol (TKIP) for stronger encryption and key management per user. TKIP relies on a RADIUS server and provides dynamic key rotation. TKIP is part of the 802.11i security protocol.
 - iv. Strix supports additional control by use of MAC address filtering and using Access Control Lists (ACL) on a per BSSID basis at each Strix radio in a Strix access point to prevent access from unauthorized client devices.

h. The wireless mesh network must support Layer 2 security traffic isolation between users at the same AP radio as well as throughout the entire wireless network

- i. Comply. Strix supports user and traffic isolation. Strix has a feature called Client Connect Privacy (CCP) that is available for use on a per BSSID basis – used as needed for a virtual wireless network. It is similar to Hardware Switch Port Isolation on a wired data switch. CCP blocks users from file browsing and prevents peer-to-peer or other traffic between users in the network both at the mesh unit level and network wide. An example might be stopping virus activity and malicious behavior from spreading to all users in the network.
- ii. The segmentation of the Wireless Network into logical sub-networks (Virtual Local Area Networks or VLANs) to support different classes of users. Strix supports up to 250 VLANs per radio and up to 4096 VLAN tags. Strix supports the 802.1q protocol for VLAN tagging. This includes the ability to define and manage different profiles for authentication, encryption, Quality of Service (QoS), and other service characteristics for each user class. This would include the capability to permit free access to the Wireless Network within selected public spaces within the Town and allow other providers to offer alternative retail services.

i. The wireless mesh system must support Rogue Device Detection and reporting for adhoc or infrastructure devices in 2.4 GHz, 4.9 GHz, and 5 GHz frequencies.

- i. Comply.

j. The wireless mesh system must support VPN sessions in the network.

- i. Comply. Strix supports compatibility with VPNs and the multiple VPN methodologies used such as IPSEC, PPTP, L2TP, etc.

k. The wireless mesh system must support SSID suppression.

- i. Comply. Strix supports BSSID network identifiers that can be hidden or suppressed to make detection by network “sniffing” software difficult.

l. The wireless mesh system must cover a specific area between Florence Avenue to the South, Saluson Avenue to the North, Rugby Avenue to the West, and Miles Avenue to the East (to include the Civic Center).

- i. Comply. See Deployment Plan section.

6. Responses to Functional/Technical Requirements

a. The wireless mesh system must be capable of operating multiple frequencies, with multiple radios for backhaul that simultaneously send and receive traffic along with multiple radios dedicated for simultaneous client access.

- i. Comply. The Strix architecture embodies a layer-2 Multi-radio design with minimum 2 radios per node dedicated to carrying traffic between mesh nodes. This unique design, in combination with Strix dynamic mesh routing algorithms results in a self-forming and self-healing mesh that carries traffic over many hops with minimal loss of throughput. This capability is essential in providing cost efficient operation in urban canyons, dense urban and foliage dominated environments.
- ii. Strix “secret sauce” is combining 2 radios per node for inter-node mesh communications with a self-forming dynamic mesh routing algorithm. Additional radios in each node are dedicated to end user access at 2.4 and 4.9 GHz. A given Strix node can contain as many as 6 radios: hence the “Multi-radio” designation. Each of the 2 radios dedicated to inter-node mesh communications operates at a different frequency in the 5.2, 5.4 or 5.8 GHz bands. The ability for neighboring nodes to operate at different frequencies eliminates the self-interference which plagues the older product platforms. The self-forming mesh algorithm permits the inter-node radios to select the optimal operating frequency in real time: taking into account the frequencies of neighboring nodes as well as external sources of interference, including military radar. This unique combination makes it possible for the Strix platform to carry substantial traffic over many mesh hops with little or no loss of throughput.

b. The wireless mesh system must be 110% IP based with non-proprietary 802.1x standards

- i. Comply. The Strix system is a 100% IP based network system using the 802.1x standards

c. The wireless mesh system must be capable of supporting laptops, PDA's, Wi-Fi Phones, smart phones, tablets, stationary CPE, in-vehicle mobile CPE and other 802.11 wireless devices.

- i. Comply. The Strix system supports all such devices.

d. Cameras using the ONVIF standards preferred

- i. Comply

e. The wireless infrastructure must support mobile mesh units using 4.9 GHz and 2.4 GHz for connections to the wireless infrastructure and mobile computing devices.

- i. Comply. The Strix system supports such units

f. The wireless mesh system must support encryption types AES, TKIP, static and dynamic WEP.

- i. Comply. Strix Access/One Networks support client/server WEP, including TKIP/MIC enhancements, and AES cipher suites, with either static or dynamic keys. Additionally, Strix Access/One Networks support infrastructure-to-infrastructure high-level AES encrypted links.
 1. Strix supports standard 64/128-bit WEP, which provides base-level security and serves as a simple deterrent between the wireless clients and the wired network. Strix additionally supports Dynamic WEP, which relies on a RADIUS server and provides dynamic key rotation vs. a statically assigned key for stronger encryption.
 2. Strix supports standard high level AES for client end devices with AES support and relies on a RADIUS server for dynamic key rotation.
 3. Strix supports standard high level AES for wireless backhaul infrastructure links between units and does not require a RADIUS server. Strix has designed and optimized its product through hardware accelerated network processors for no degradation of bandwidth and supports the highest possible throughput levels.
 4. Strix supports login password encryption. This allows additional security and defends against common attacks such as a Dictionary security attack.

g. The wireless mesh system must support authentication types 802.1x, WPA, WPA2, WPA-PSK, WPA2-PSK, EAP-MD5/TLS/TTLS/PEAP and Access Control Lists

- i. Comply. The Strix network will support both local and remote user authentication. For local authentication, the Strix network equipment is responsible for determining whether a user's device has network privileges and if they don't, traffic to and from that client is not allowed. For remote authentication, the Strix access points assume the role of gatekeeper, blocking user access until an external RADIUS server validates the user's identity and authorizes access. The system supports EAP encapsulated RADIUS exchanges, including the MD5, TLS, TTLS and PEAP protocols, and has agnostic compatibility with RADIUS servers.
- ii. The network will support the industry standard 802.1 x protocols with EAP-MD5, EAP-TLS, EAP-TTLS and EAP-PEAP algorithms.
- iii. The network will support WPA (Wi-Fi Protected Access) providing per-user authentication. There are two supported types that include Pre Shared Key (PSK) for base-level and statically assigned authentication and Temporal Key Integrity Protocol (TKIP) for stronger encryption and key management per user.

TKIP relies on a RADIUS server and provides dynamic key rotation. TKIP is part of the 802.11i security protocol.

- iv. Strix supports additional control by use of MAC address filtering and using Access Control Lists (ACL) on a per BSSID basis at each Strix radio in a Strix access point to prevent access from unauthorized client devices.

- h. **The wireless mesh network must support Layer 2 security traffic isolation between users at the same AP radio as well as throughout the entire wireless network**
 - i. Comply. Strix supports user and traffic isolation. Strix has a feature called Client Connect Privacy (CCP) that is available for use on a per BSSID basis – used as needed for a virtual wireless network. It is similar to Hardware Switch Port Isolation on a wired data switch. CCP blocks users from file browsing and prevents peer-to-peer or other traffic between users in the network both at the mesh unit level and network wide. An example might be stopping virus activity and malicious behavior from spreading to all users in the network.
 - ii. The segmentation of the Wireless Network into logical sub-networks (Virtual Local Area Networks or VLANs) to support different classes of users. Strix supports up to 250 VLANs per radio and up to 4096 VLAN tags. Strix supports the 802.1q protocol for VLAN tagging. This includes the ability to define and manage different profiles for authentication, encryption, Quality of Service (QoS), and other service characteristics for each user class. This would include the capability to permit free access to the Wireless Network within selected public spaces within the Town and allow other providers to offer alternative retail services.
- i. **The wireless mesh system must support Rogue Device Detection and reporting for adhoc or infrastructure devices in 2.4 GHz, 4.9 GHz, and 5 GHz frequencies.**
 - i. Comply.
- j. **The wireless mesh system must support VPN sessions in the network.**
 - i. Comply. Strix supports compatibility with VPNs and the multiple VPN methodologies used such as IPSEC, PPTP, L2TP, etc.
- k. **The wireless mesh system must support SSID suppression.**
 - i. Comply. Strix supports BSSID network identifiers that can be hidden or suppressed to make detection by network “sniffing” software difficult.

- l. **The wireless mesh system must cover a specific area between Florence Avenue to the South, Saluson Avenue to the North, Rugby Avenue to the West, and Miles Avenue to the East (to include the Civic Center).**
 - i. Comply. See Deployment Plan section.

7. Deployment Plan

The final system design, deployment plan and project plan will be based on a detailed site survey to be completed after contract signing. This section contains a preliminary design/plan based on the information provided in the RFP and subsequent responses to questions.

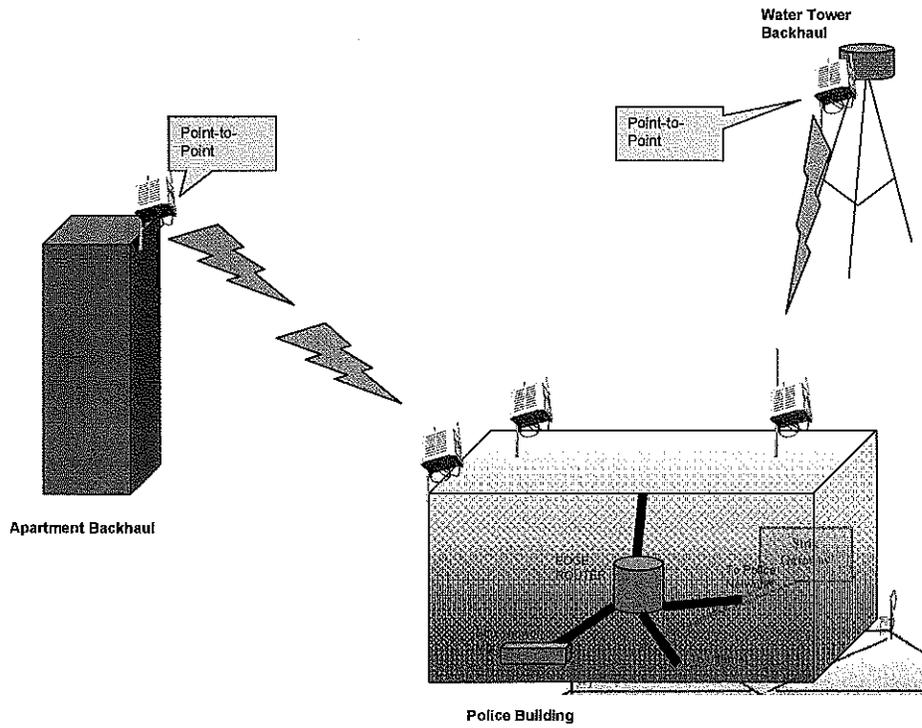
Preliminary Design/Deployment Plan

- a. The design is a mesh network employing Strix Systems multi-radio mesh nodes operating at 2.4, 5.8 and 4.9 GHz and based on a Layer-2 switched mesh architecture compliant to 802.11 technology standards. Each node performs two functions: (1) carrying traffic from a given node through the mesh to the selected backhaul locations and (2) providing wireless access for stationary or mobile users. Each of the nodes employed consists of up to six: two 5.8 GHz radios dedicated entirely to mesh/backhaul connectivity, one 4.9 GHz radio and one or more 2.4 GHz radio's for mobile or stationary access. The mesh network provides
 - i. Transport for the video surveillance cameras required by the City
 - ii. Street level coverage at 4.9GHz for mobile or stationary public safety users
 - iii. Street level coverage at 2.4 GHz for other users.
- b. The proposed mesh network is shown in the figure below.
 - i. The 16 cameras are shown in yellow
 - ii. The 19 Strix nodes are shown in green. The locations for the Strix nodes have been selected to provide street level coverage in the defined coverage zone. 8 cameras are connected directly to these nodes. The remaining cameras are connected to Strix CPE which in turn is wirelessly linked to Strix nodes.
 - iii. The 7 Strix outdoor 4.9 GHz CPE (to which 7 cameras are connected) are shown in orange
 - iv. Also shown in the figure below in red are the three backhaul locations.
 1. The City Water Tower in the 5900 block of Miles Ave
 2. The Private Apartment Complex at 6901 Seville Ave
 3. The Police Building located at 6542 Miles Ave
 4. The Strix Gateway units are employed at each backhaul location. These provide for connectivity to the mesh and in addition provide 2.4GHz and 4.9 GHz access in the vicinity of the backhaul location.



Proposed Mesh Network Deployment

- c. The two secondary backhaul locations at the Water Tower and the Apartment Complex are connected to the primary backhaul location at the Police building with high speed point to point links
 - i. At the secondary backhaul locations the Gateway nodes are connected to the point-to-point links via Ethernet cable
 - ii. At the primary backhaul location, the point-to-point links and the Strix Gateway node are connected to a VLAN aware Layer 2 switch, which is in-turn connected to an edge router.
 - iii. The edge router is connected to the
 1. Police network
 2. The Internet for Internet access and for connections to other entities offering service over the network.
 3. Strix Network Server (used for Provisioning, Monitoring, and Support)
 - iv. The backhaul architecture is shown in the diagram below



Backhaul Architecture

8. Implementation Plan

A detailed Implementation Plan will be provided after contract signing. A key input to the Implementation Plan is the Deployment Plan/Site Survey which will also be undertaken after contract signing. This section contains an overview of the steps necessary to complete the Deployment and Implementation Plans.

a. Project Steps

- i.** Contract Signing
- ii.** Kick-off Meeting
 - 1.** Review goals and milestones
 - 2.** Review design guidelines and assumptions
 - 3.** Establish interfaces
 - 4.** Set status meeting schedule
- iii.** Site Survey
 - 1.** Establish warehouse location to store and prepare equipment
 - 2.** Site Survey of proposed Backhaul Locations
 - a.** Examine for suitability
 - b.** Determine electrical and mounting requirements
 - c.** Confirm hop mesh nodes based on LOS
 - d.** Confirm Point-to-Point backhaul links based on LOS
 - e.** Establish back-up power and redundancy configuration
 - 3.** Site Survey of Node Locations
 - a.** Qualify each node location based on
 - i.** Mounting location and type
 - ii.** LOS to adjacent nodes
 - iii.** Availability of power
- iv.** Deployment Plan
- v.** Review Deployment Plan with City and make necessary adjustments
- vi.** Implementation Plan and not to exceed Cost
 - 1.** Prepare Plan and schedule
 - 2.** Secure quotes from sub-contractors
- vii.** Review Implementation Plan, Cost and Schedule with City and make necessary adjustments
- viii.** Order Equipment, Engage installation sub-Contractors, Build, Acceptance Test and Handover Network

b. Project Duration and Scheduling

- i.** Engagement will be scheduled to begin after the contract signing. The initial step is the kick-off meeting.
- ii.** The work will be conducted during normal business hours
- iii.** It is not possible to provide a period of performance or detailed schedule before the preparation of the Implementation Plan. A

detailed site survey is an essential input to the determination of a schedule. Experience has shown that some components of implementation are fairly predictable: for example, subject to confirmation by a site survey, two weeks should normally be sufficient to deploy 19 or 20 nodes on lampposts with 24x7 powers. However, others may be highly variable. For example, the time required to secure and prepare Backhaul Locations can vary significantly, depending on the circumstances. A detailed site survey is required to estimate the time required and the cost of such installations.

9. Maintenance and Support Program

a. Post Implementation Support

After Handover on-site support will be provided by Sea Hawk Surveillance on an as needed basis. Charges for such support will be

b. Hardware and Software Warranty

A one year Hardware and Software Warranty is included in the price of the equipment. The Software Warranty also includes online and Telephone Hotline Support. Extended Hardware and Software Warranty's (including Telephone Support) for an additional 2 years, are included in the cost of the basic proposal. Extensions for an additional 2 years, resulting in a total of 5 years, are included as options.

c. Telephone Support

Technical Support will be provided on an as needed basis by Strix Systems using the Strix Support Hotline. Support hours are 8am to 5pm Mountain Standard Time. Cost for this support is included in the Strix Software Warranty and Upgrade Program described in item b. above.

d. Special Support Plans

The proposal includes Strix systems standard support plan. Additional special plans can be discussed during contact discussions.

e. Delivery Method of Future Upgrades

Software upgrade releases including both new features and bug fixes are provided on a regular basis as part of the Software Warranty Program. Releases are provided over the Internet or downloaded from the Strix Website. The releases are distributed by the Network Server to all the deployed nodes wirelessly over the management channel.

f. User Groups

There are no formally organized user groups

g. Problem Reporting and Resolution Procedures

Problem reporting and resolution procedures can be established with Sea Hawk Surveillance as part of the implementation Planning Process. Such procedures would include coordination with Strix Systems Technical Support and documented via the Trouble Ticketing System.

h. Bug Fixes and Patches

Bug Fixes and Patches are managed via the Technical Support and warranty process as described above.

i. Support for Third Party Solutions

On a case-by-case basis

j. Other Support such as On-Site, etc

On-Site Support is provided on a case-by-case basis at an additional charge. Web site access to patches is provided as part of the Software Warranty Program.

10. Client References

- a. Town of Brookline, MA
3.7 square miles
Approximately 360 nodes
Public Safety Network plus ISP services
Contact
Officer Scott Wilder
Director of Technology
Brookline Police Department
617 730-2259
swilder@brooklinema.gov
- b. City Mesquite, TX
Public Safety plus Video Surveillance
Contact
Zak LaJoie
IT Director
972 216-6774
zlajoie@ci.mesquite.tx.us
- c. City Seguin, TX
Municipal Network
Contact
Jim Vassar
IT Director
830 491-9780
jvassar@seguintexas.gov

11. Cost Assumptions

- i. Based on the coverage area provided, experience suggests that 26 mesh nodes will be sufficient to connect the 16 cameras and provide the required street level coverage.
- ii. It is assumed that the 19 mesh nodes and 7 outdoor wireless 4.9 GHz CPE will be mounted on light-poles, all of which have 24x7 AC power. It is assumed that these are standard 30 foot (or more) light poles capable of supporting the weight of the mesh nodes and antennas.
- iii. It is assumed that there are no restrictions preventing the use of such poles and that there are no requirements to camouflage the deployed devices and antennas
- iv. It is assumed that a 3 person team plus bucket truck will be able to install the mesh nodes in 5 days. It is assumed that no special scheduling or Police cordon is required.
- v. It is assumed that the backhaul locations have sufficient space to easily install the required equipment and that there is no special engineering required. It is assumed that the City will bring power to the equipment locations on the backhaul locations. No mention of back-up power appeared in the RFP and it is assumed for this cost estimate that back-up power is not required.
- vi. It is assumed that installation on the two backhaul locations with buildings will take 1 day each and the water tower installation will take 2 days.
- vii. *All the above assumptions must be verified by the site survey.*
- viii. It is assumed that wireless users have their own 802.11 wireless modems, usually embedded in laptops, smart-phones, smart-pads, etc. Accordingly, there is no additional cost to increase the number of wireless users. However additional cost will be required for the vehicle mounted modems.
 1. The cost to install vehicle mounted modems/access points is estimated at \$500 per vehicle. This must be verified with the supplier selected by the Police Department to perform the installation.

b. Cost Categorization

Costs in this proposal are categorized as follows:

- i. Infrastructure Costs
 1. Mesh Nodes
 2. Extended Warranty and Support
 3. Antennas
 4. Other items such as routers, backhaul microwave, cables, etc
- ii. Implementation Costs
 1. Site Survey

- 2. Deployment
 - a. Nodes
 - b. Backhaul
- 3. Acceptance Test
- 4. Training
- iii. Additional/Optional Items
 - 1. Mobile units
 - 2. Mobile unit installation
 - 3. Additional Extended Warranty and Support
- c. **Cost Details**
 - i. **Infrastructure Costs** **\$225,750.00**
 - ii. **Implementation Costs** **\$54,250.00**

Implementation Costs		
Site Survey	4 Days	\$7,000.00
Deployment- Nodes	5 Days	\$18,750.00
Deployment-Backhaul	4 Days	\$15,000.00
Acceptance Test	3 Days	\$8,250.00
Training	3 days	\$5,250.00
Implementation Total		\$54,250.00

iii. **Additional Items**

Additional/Optional Items

Mobile Units for Police Cars

- (30)-Strix Mobile Ethernet Client Bridge/AP, 2.4GHz and 4.9 GHz (incl 1 year HW, Sw and Tech Support warranty)
- (30)-Strix Mobile AP 2 Year Extended Combo Software Support & Hardware Warranty
- (30)-2.4/4.9/5 GHz N-Female OMNI 6.0 dB Mobile Fixed Mount (Multi-Polar) antenna for Police Car
- (30)-Installation of Mobile equipment

Additional 2 year Extended Warranty

- (26)-2 year Extended Hardware, Software and Technical Support Warranty- Outdoor Mesh units
- (3)-2 year Extended Hardware, Software and Technical Support Warranty- Outdoor Mesh Gateway units
- (1)-2 year Extended Hardware, Software and Technical Support Warranty- Management ServeM
- (30)-Strix Mobile AP 2 Year Extended Combo Software Support & Hardware Warranty

Additional/Optional Total **\$61,941.00**

iv. Avigilon Cameras Cost \$175,640.00

Cameras

(16)-11MP-HD-PRO-C - 11 Megapixel HD Pro, Color

Lenses

(16)-LEF247028SI - Sigma, 24-70mm, f/2.8, Auto-Iris, Vari Focal

HD NVRs

(1)-21.0TB-HD-NVR2 - Server, 21.0 TB Storage, 2U Rack Mount

(1)-HD-NVR-EXP2-20TB - RAID 6 - 2U Rack Mount

(1)-HD-NVR2-EXP2-CARD - Expansion card for connecting storage expansions to an HD NVR2 Server

HD NVMS

(1)- 16C-HD-NVMS-ENT - Enterprise HD NVMS for up to 16 camera channels and unlimited client connections

Accessories

(5)-ACC-USB-JOY-PRO - Fully configured Professional USB Surveillance Joystick

(16)-ES-HD-HWS - Standard Format Enclosure for HD Color IP Cameras with Heater, Wall Mount, and Sunshield

(16)-ES-OPT-POLE - Pole mount for ES-HD, ES-HD-PRO-S, and ES-HD-PRO-L and -HB versions

(3)-PR-ON-1D - One day of on-site support for troubleshooting, and training. Excludes travel and expenses

(4)-LED 42" Monitors

(1)-LED 50" Monitor

Installation is included with the implementation cost

v. Internet Connection

Tower Stream Service Access for 500Mbps Monthly Cost \$7900.00

Install Fee Cost \$5000.00

12. Exceptions to the RFP

No exceptions

13. Sample Documents

The following sample documents are included:

- a. Strix Mesh Network Overview
- b. Strix Warranty
- c. Strix Software License Agreement
- d. Avigilon 11MP-HD-PRO-C - 11 Megapixel HD Pro, Color
- e. Avigilon Case Study

11 Megapixel JPEG2000 Color HD Pro Camera

AVIGILON
THE BEST EVIDENCE™

Avigilon's end-to-end surveillance solutions deliver image detail no other system can match. Avigilon Control Center software, featuring High-Definition Stream Management™ (HDSM™) technology combined with our broad range of megapixel cameras (from 1 MP to 29 MP) provide unprecedented clarity—while effectively managing storage and bandwidth requirements. Our components are scalable and can work together in an end-to-end system, or can be customized to create your own powerful and cost-effective solution.

The innovative HD Pro camera is just one way Avigilon can help provide the very best monitoring and protection.



JPEG2000 HD PRO CAMERA

JPEG2000 HD Pro cameras start at 8 MP and go all the way up to an industry-leading 29 MP — using E/EF mount lenses for the best optical quality and remote focus. These cameras are mainly used for covering vast areas in high detail, making them effective for monitoring logistics and the movement of goods, as well as stadiums, ports, transportation, critical infrastructure, and municipal grounds and buildings.

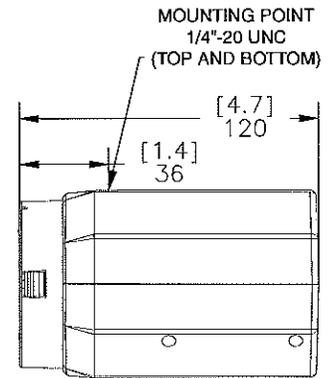
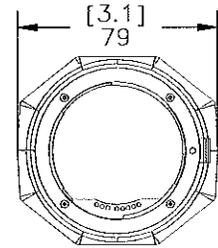
KEY FEATURES

- 11 megapixel progressive scan CCD sensor
- 5 images per second at full resolution and 10 images per second at 4000 x 480
- 66 db true dynamic range
- 0.1 lux minimum illumination
- 35 mm diagonal image sensor
- Lossless JPEG2000 compression
- Unsurpassed image quality
- Automatic exposure control and Iris control
- Software focus control
- Compatible with a wide selection of Canon® EF mount lenses
- Power over Ethernet, 24 VAC or 12 VDC power input
- External I/O and RS-485 interface

Specifications

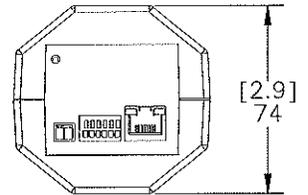
Outline Dimensions

CAMERA	Image Sensor	35 mm progressive scan interline transfer CCD
	Active Pixels	4000 (H) x 2672 (V)
	Imaging Area	37.3 mm (H) x 25.7 mm (V); 1.468" (H) x 1.012" (V)
	Minimum Illumination	0.1 lux (at F1.4)
	Dynamic Range	66 dB
	Lens Mount	EF (SLR-style bayonet)
	Image Compression Method	JPEG2000
	Image Rate	5 (at full resolution); 10 (at 4000 x 480)
	Resolution Windowing	Down to 640 x 480 Window
	Motion Detection	Selectable sensitivity and threshold
	Electronic Shutter Control	Automatic, Manual (2 to 1/60000 sec)
	Iris Control	Automatic, Manual
	Focus Control	Motorized, Manual
	Flicker Control	50 Hz, 60 Hz
	White Balance	Automatic, Manual
	Backlight Compensation	Automatic
	Privacy Zones	Up to 4 zones
External I/O Terminals	Alarm In, Alarm Out, RS-485	



NETWORK	Network	100BASE-TX
	Cabling Type	CAT5
	Connector	RJ-45
	Security	SSL
	Protocol	UDP, TCP, SOAP, DHCP, Zeroconf

MECHANICAL	Dimensions (LxWxH)	120 mm x 79 mm x 74 mm (4.7" x 3.1" x 2.9")
	Weight	1.15 kg (2.5 lbs) without lens
	Camera Mount	1/4" UNC-20 (top and bottom)



ELECTRICAL	Power Source	VDC: 12-24 V VAC: 24 V PoE: IEEE802.3af Class 3 compliant
	Power Consumption	9 W
	Power Connector	2-pin terminal block

ENVIRONMENTAL	Operating Temperature	-10 °C to +50 °C (14 °F to 122 °F)
	Storage Temperature	-10 °C to +70 °C (14 °F to 158 °F)
	Humidity	20 - 80% Relative humidity (non-condensing)

[X.X]	INCHES
X	MM

CERTIFICATIONS	Safety	UL 60950	CE
		CSA 60950	ROHS
		EN 60950-1	WEEE
	Electromagnetic Emissions	FCC Part 15 Subpart B Class A	EN 61000-5-3
		IC ICES-003 Class A	EN 61000-3-2
		EN 55022 Class A	EN 61000-3-3
	Electromagnetic Immunity	EN 50130-4	EN 61000-4-5
		EN 61000-4-2	EN 61000-4-6
		EN 61000-4-3	EN 61000-4-11
EN 61000-4-4			

ORDERING INFORMATION	11MP-HD-PRO-C	11 Megapixel JPEG2000 Color HD Pro Camera
-----------------------------	---------------	---



Selected Deployments



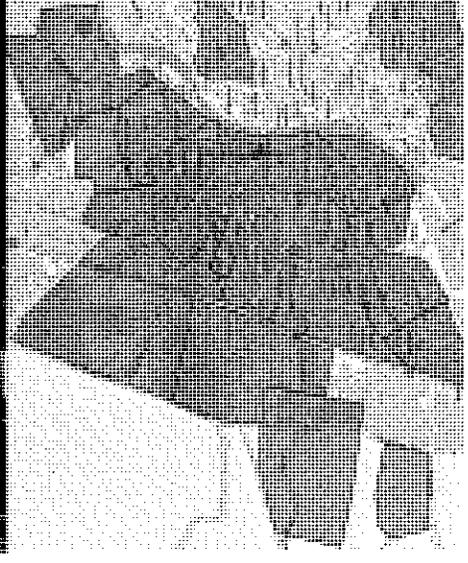
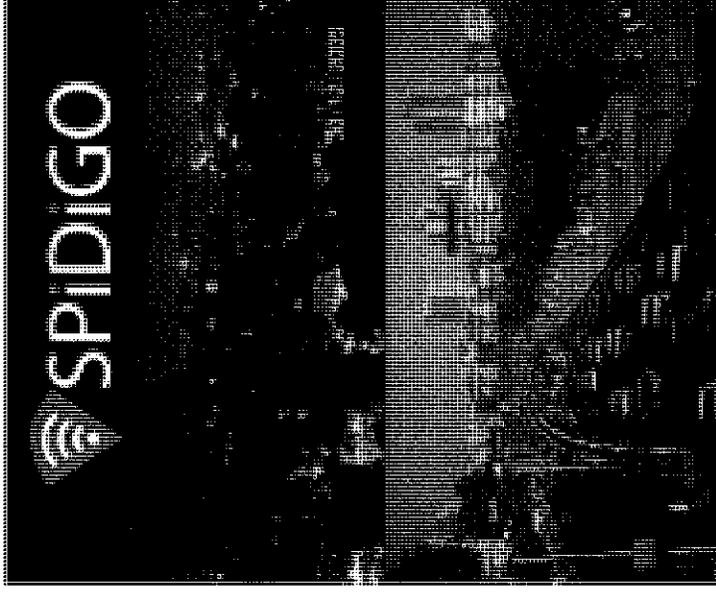
Profile: City-Wide Mesh Ahmedabad

Business Model: Open Platform - Single Provider, High Density Subscribers

- ✘ Ahmedabad is fast growly second financial capital of India with over 7 million people.
- ✘ Roughly 1000 Units in operation since early 2010 covering 100 sq. Kilometers

Benefits and Advantages

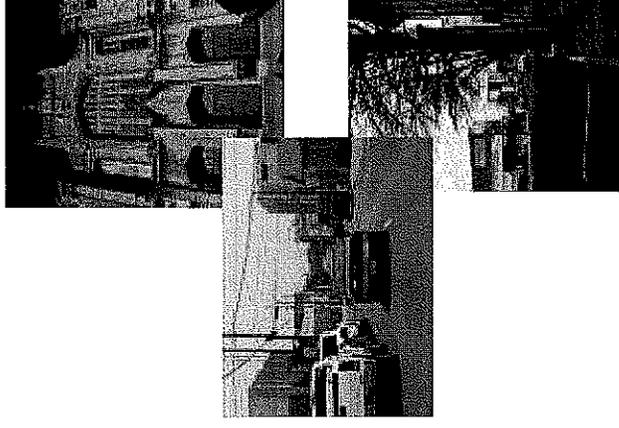
- ✘ Over 25,000 Subs and growing
- ✘ High quality services extended by Client CPEs
- ✘ Offers better last-mile alternative, including broadband Internet, to corporate enterprise, industrial, government, and residential customers
- ✘ Strix offered lowest TCO, OpEx, and quickest ROI





✘ Hopkinsville Electric System - KY

- ✘ City of Hopkinsville, KY has an area of 61.83 km² with a population of 40,000
- ✘ 500+ Strix Units, ubiquitous coverage
- ✘ **Business Case:**
 - ✘ Hopkinsville Electric funded and operated
 - ✘ Provides multi-use broadband services to businesses, consumers, municipal and educational customers
 - ✘ Applications include internet access, VoIP, automatic meter reading, mobile work orders, public safety mobile data and surveillance
 - ✘ Workforce productivity, mobility, and cost efficiencies are key to the cost effectiveness of the deployment
 - ✘ Fully operational network in use





✘ **Brookline, Massachusetts**

- ✘ Area 17.7 km², Population 54,809
- ✘ Central Boston Metro Homeland Security Region.
- ✘ Previously no broadband or 3G connectivity
- ✘ **Business Case**
 - ✘ Combined public safety/commercial network and incorporates Strix high-power DRSC-C 4.9GHz
 - ✘ Police remotely access reports, crime incidents and remote video surveillance.
 - ✘ Benefits Metro Boston Homeland Security Region's infrastructure with secure, resilient, interoperable, high-performance, multi-purpose wireless mesh network.
 - ✘ Internet and voice over IP for public safety, municipal, and commercial, consumer

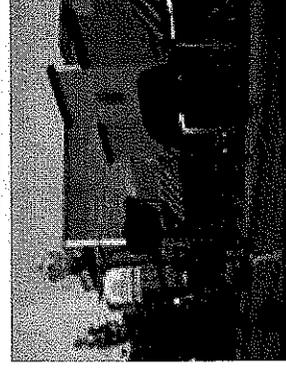
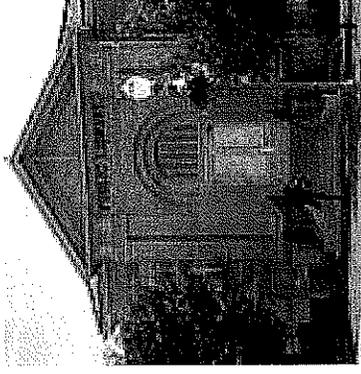
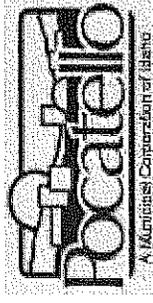


✘ Pocatello, Idaho

- ✘ Area 70 km², Population 55, 000
- ✘ Gateway to the Northwest, trade and transportation junction
- ✘ Previously no broadband connectivity

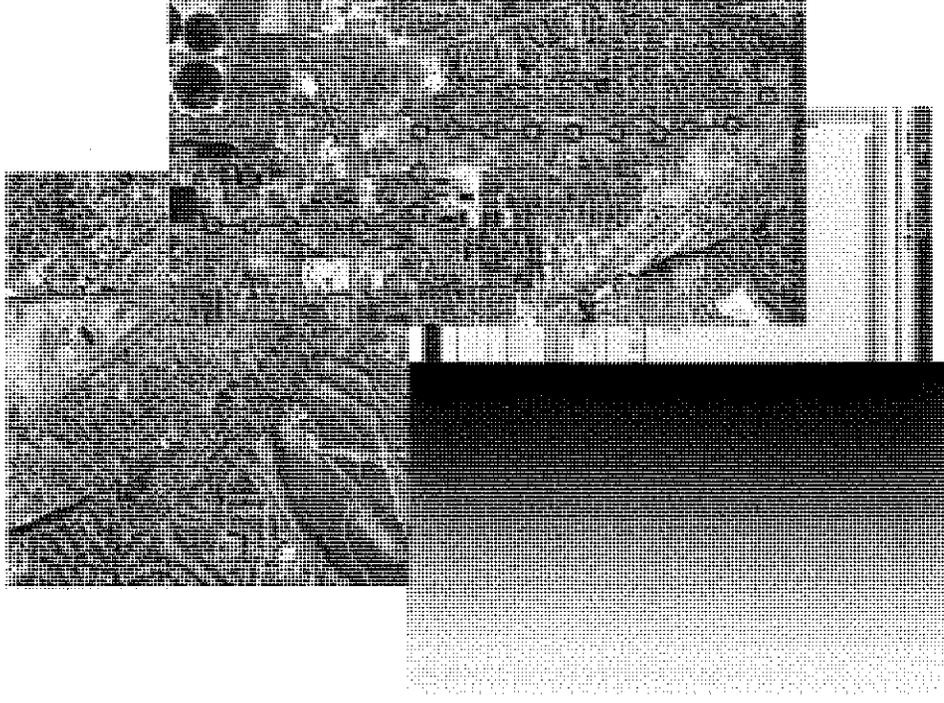
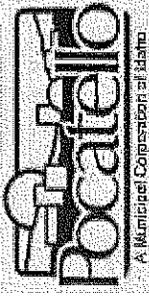
✘ Business Case

- ✘ Combined public safety and municipal use, mobile and portable, incorporates Strix high-power 4.9GHz and 2.4 GHz
- ✘ Police and municipal users remotely access reports, remote video surveillance, CAD system, anti-virus updates, software application updates, field reporting upload, database synchronization, mass file transfer, wireless video, incident scene communications and interoperable data communications
- ✘ Benefits greater Pocatello region with secure, resilient, interoperable, high-performance, multi-purpose wireless mesh network.



~ cont.~

- ✘ Number of units
 - ✘ 80 Strix OWS units in major routes, some neighborhoods
- ✘ Total injection points
 - ✘ 3 total - Strix 5GHz and Dragonwave 23 GHz
- ✘ Users
 - ✘ 4.9 GHz mobile access for police and fire (30 to 40)
 - ✘ 2.4 GHz public works and other municipal divisions
- ✘ Applications
 - ✘ CAD/CAM
 - ✘ Field Report management system
 - ✘ Criminal database queries and mug shots
 - ✘ Surveillance
 - ✘ Field communications
- ✘ Network Operator
 - ✘ City of Pocatello and Pocatello PD
- ✘ Systems Integrator for Deployment
 - ✘ Federal Signal, University Park, IL



- ✘ **Australia's First Multicast Mesh Wireless Network**
 - ✘ Strix OWS mesh solution with High Redundancy, Self Healing, Multi-Subnet Architecture for multiple routes for video data streams
- ✘ **Business Case**
 - ✘ Managing 109 Multicast CCTV cameras in the demanding climate & operational challenges
 - ✘ Government funded project to equip Police to monitor and reduce anti-social behavior on the streets
 - ✘ PTZ CCTV cameras – deployed at “hotspots”, Mass passenger transport systems, bus interchanges popular congregation points at Casuarina, Palmerston and Darwin
 - ✘ Lightning protection (3000 strikes a day during monsoon) for the antenna and the equipment & Heat shield over the radio unit to protects from vandalism
- ✘ **Business Benefits**
 - ✘ Wireless network deployed in December 2009, successfully transports hundreds of gigabytes of video data each day without disruptions or outages

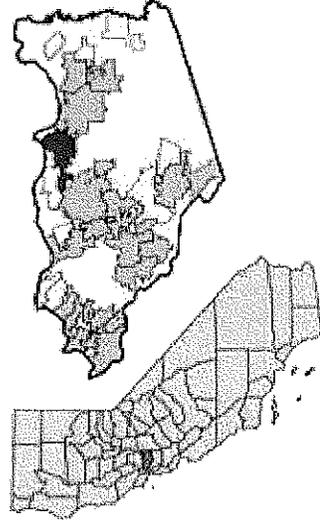
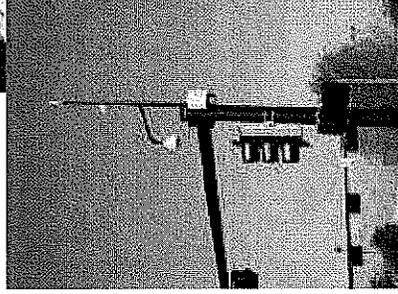
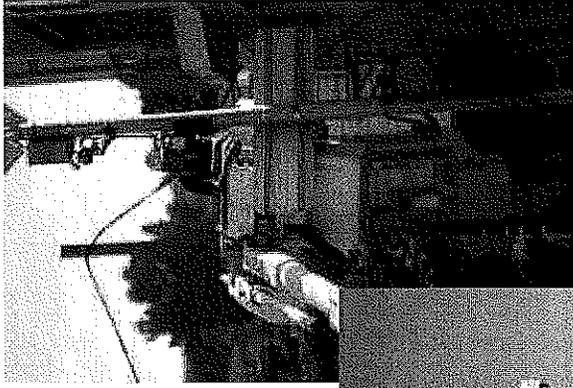


✘ **Pittsburg, California**

- ✘ Area 43.6 km², Population 62,511
- ✘ Pittsburg, California is a city located in eastern Contra Costa County, California
- ✘ City desired to take control over street crimes utilize system for undercover operations

✘ **Business Case**

- ✘ Funded through public safety and homeland security grants for Video Surveillance and remote data access to monitor intersections, parks, harbors etc.
- ✘ Headquarters views events “live” for police department to respond fast, dispatch officers, special weapons and tactics (SWAT) coordinating response efforts with other agencies as needed.
- ✘ Hundreds of incidents, violent and non-violent, captured enabling police to follow and apprehend suspects involved in theft, assault, aggravated assault, child abductions, drug deals, homicide.
- ✘ First application of military-grade infrared night vision/detection cameras on a wireless mesh network.

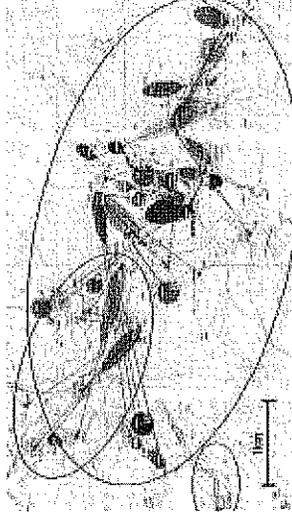


Business Model: Open Platform - Multiple Providers
(NTT West, Kyocera) Rural Regions of Japan

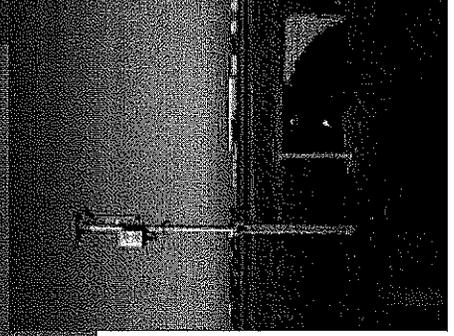
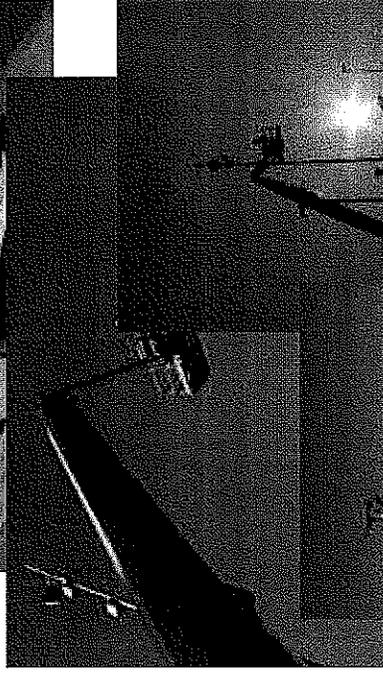
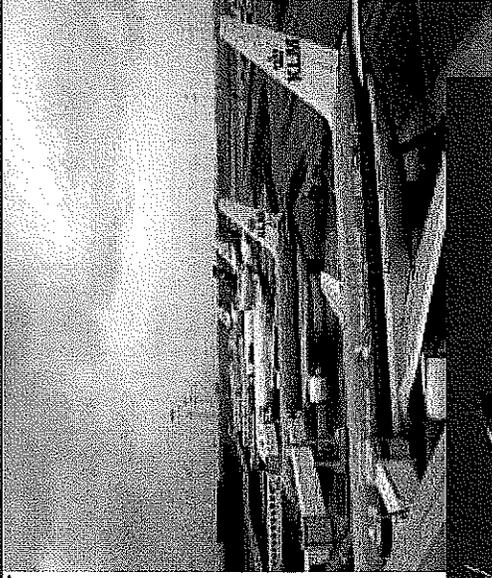
- ✘ Challenging Topography w/ no traditional backhaul
- ✘ Large geographic areas with high quality services

Benefits and Advantages

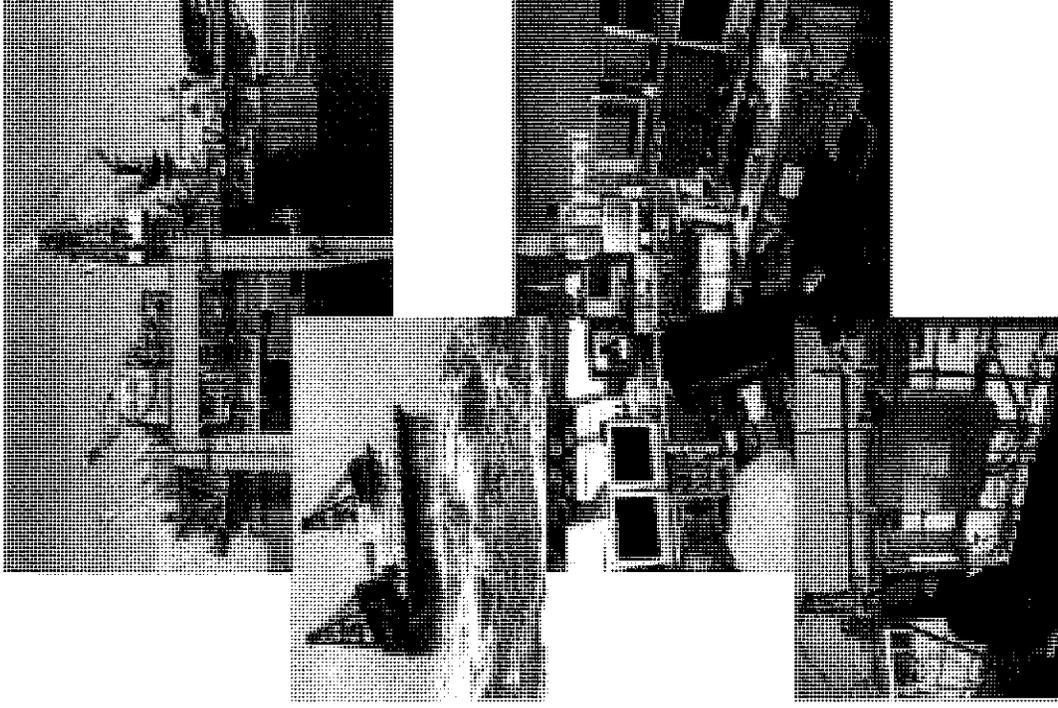
- ✘ High quality services extended by Client CPEs using 802.11j 4.9 GHz
- ✘ Multiple Multicast Audio Streams from Govt. public announcements, 2 channel wireless broadcasting program
- ✘ Also Offers only last-mile alternative, including broadband Internet, VoIP, to residential customers
- ✘ Strix offered lowest TCO, OpEx, and quickest ROI



- ✘ **Airport in Netherlands**
 - ✘ A major European mainport with multiple major runways and supporting major airlines, handling over 45 million passengers and 1.5 million tons of cargo annually.
- ✘ **Business Case**
 - ✘ Deployed in December 2005
 - ✘ Wireless mesh network covers 3 kilometers
 - ✘ Video cameras connected to each Strix node.
 - ✘ Provides Video surveillance for airport security outside and around the airport facility.
 - ✘ Monitor events relating to the safety of people and property.
 - ✘ Real-time view of aircraft take-off and landings from multiple viewpoints enabling a video history.

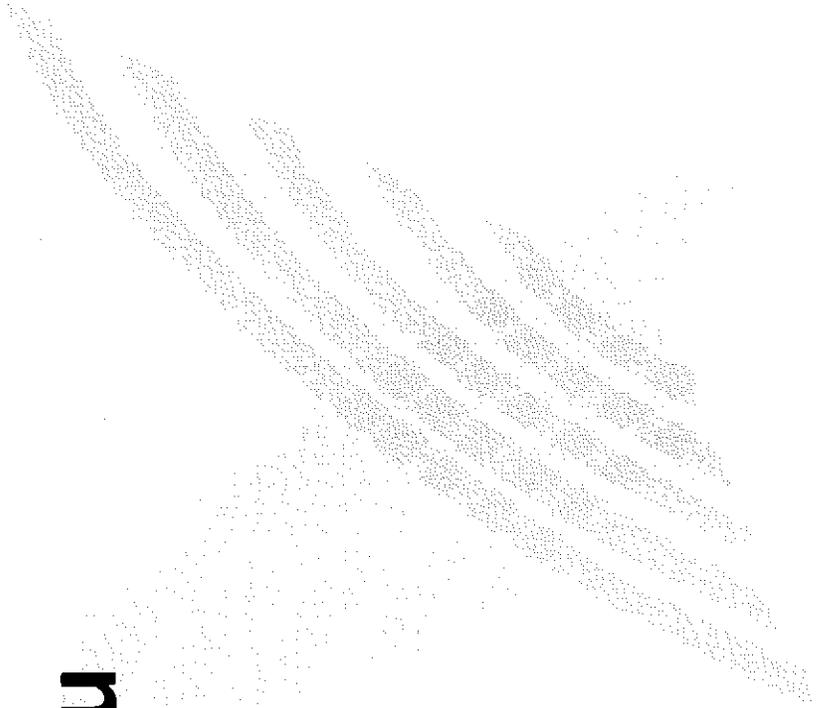


- ✘ Heerama BP, Gulf of Mexico
- ✘ Approximately 4,000 producing platforms. 1,962 are major platforms. 954 of these are manned by personnel.
- ✘ Jan 2007 - 82 exploration wells drilled in Gulf waters. 36 wells at depths of 304.8 meters or greater. 11 wells at 1524 meters or greater.
- ✘ Require communications data/telemetry for engineering and related operations in and around rigs and vessels.
- ✘ Business Case
 - ✘ High bandwidth connection for high quality video and telemetry links.
 - ✘ Vessels needed to work in pairs to repair welding on pipes at the seabed and must remain in constant.
 - ✘ Each ship required a real-time view (live video) of the robots that lift pipes to be welded.
 - ✘ Ships are changing position continuously so self-healing dynamics were of an essence.
 - ✘ When the ships cannot link with each other directly, they mesh through the oil rig or another ship.
 - ✘ Approx 8 kilometer range.





Thank You



City of Selma

AVIGILON
THE BEST EVIDENCE™



Challenge

Make community safety a priority and better protect City of Selma residents, workers, and visitors.

Market: Government
Location: USA
Partner: Blackbelt Technologies

Solution

The City of Selma seamlessly manages the Avigilon high-definition surveillance system using the Avigilon Control Center network video management software (NVMS) with High-Definition Stream Management™ (HDSM). The City has installed more than 30 Avigilon HD cameras ranging from 3 to 5 MP to monitor the exterior of the George Washington Carver (GWC) complex, police headquarters and the Mayor's Office at City Hall around-the-clock. The Selma Police Department installed several Avigilon Analog Video Encoders to improve the performance of its existing analog cameras.

Benefits

With a city-wide high-definition surveillance system connecting the Selma Police Department and Selma Housing Authority, the City of Selma can ensure greater coverage and overall protection across the municipality. Since installing the Avigilon system, the number of criminal reports has dropped 75 percent. The Avigilon high-definition surveillance system is an open and scalable solution that allows the City of Selma to leverage its existing infrastructure and will easily grow to meet the City's evolving needs.

- 75% drop in criminal reports
- Leverage existing infrastructure
- Flexible & scalable

Featured Products



ACC Software



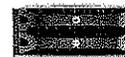
5 MP HD Camera



3 MP HD Camera



Analog Video Encoder

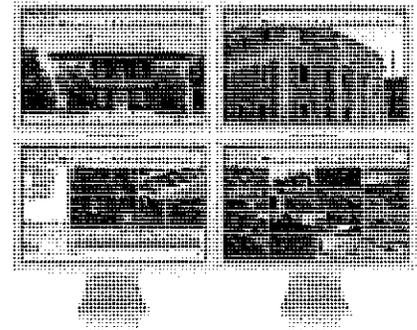


Network Video Recorder



City of Selma Deploys Avigilon High-Definition Surveillance System to Boost Community Safety and Reduce Criminal Activity

Home to the largest historic district in the State of Alabama, the City of Selma is the regional retail, medical, employment, and cultural center for more than 80,000 people who live in Dallas, Perry, Wilcox, and Lowndes counties. A progressive community that is proud of its history and excited about its future, the City of Selma is dedicated to providing the amenities, services, and programs required to create a comfortable and thriving community in which to live and work. Also committed to ensuring the safety of its residents, businesses, and visitors, the City of Selma has deployed the Avigilon high-definition surveillance system at its City Hall, Selma Police Department (SPD,) and Selma Housing Authority (SHA) in the first phase of its plan to improve public safety and reduce criminal activity across the region.



“As a budget-driven organization, we did not want to get locked into a closed, proprietary system that would lead to costly upgrades as we continue to expand”

Community Safety Top Priority

“Community safety is our primary goal and we are committed to doing whatever is required to help us make our city a safer place to live, work, and visit,” explained Mayor George Patrick Evans. In the past, the SDP responded to countless reports of criminal activity and civil disobedience from parts of the city, including at the SHA George Washington Carver (GWC) complex. After a preliminary review of its security environment, the City realized that more could be done to improve community safety. “By deploying the Avigilon high-definition surveillance system at police headquarters and GWC, we have taken the first steps in boosting safety and reducing criminal activity in our community.”

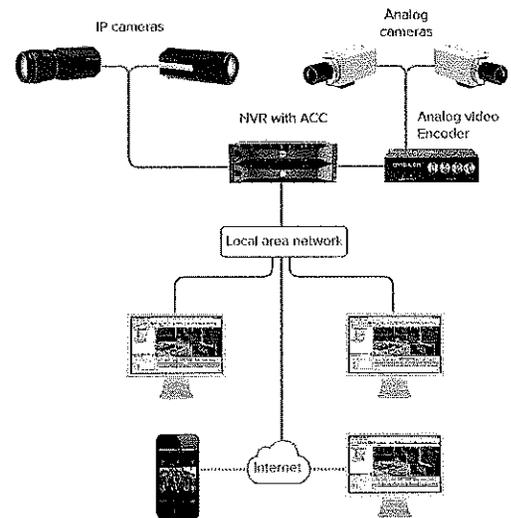
With the assistance of BlackBelt Technologies, a local telecommunication, security, and management services firm, the City of Selma began to look for a surveillance solution that was robust, easy to operate, scalable, and could easily integrate with the SPD’s existing analog cameras for improved performance and cost savings. “As a budget-driven organization, we did not want to get locked into a closed, proprietary system that would lead to costly upgrades as we continue to expand,” explained William Riley, Chief of Police. “With strong expertise and an excellent understanding of our needs, Blackbelt Technologies recommended the Avigilon high-definition surveillance and we have not looked back since.”





Avigilon Secures Selma

Officers and administrators at the SPD and SHA seamlessly manage the Avigilon high-definition surveillance system using Avigilon Control Center network video management software (NVMs) with High-Definition Stream Management, which was built from the ground up to manage high-definition surveillance video. To date, the City has installed more than 30 Avigilon HD cameras ranging from three to five megapixels to monitor the exterior of GWC, a 215-apartment complex with more than 500 tenants and at police headquarters to monitor the parking lot, main lobby, booking rooms, holding cells, Magistrate's Office, and Selma Municipal Court. The SPD installed several Avigilon Analog Video Encoders to create a hybrid surveillance system that dramatically and cost-effectively improves the performance of its existing analog cameras. The City has also installed an Avigilon HD camera to monitor activity at the Mayor's Office at City Hall. Storing up to 45 days of continuous surveillance video, the Avigilon high-definition surveillance system is monitored around-the-clock at both the SPD and GWC complex.



Hybrid System Improves Performance

“The Avigilon high-definition surveillance System has enabled us to build a hybrid system that leverages our existing camera infrastructure for cost-savings and major performance gains.”

SPD headquarters is a very busy facility, managing the daily police work for the region and housing the Magistrate's Office, the Selma Municipal Court, and the City's parole and fine department. With such a high level of activity, ensuring staff and visitor safety was critical. “We had an analog-based surveillance system that was unreliable and could not deliver the image clarity needed or scale to meet our growing needs, but we didn't have unlimited funds to replace the system,” explained Chief Wiley. “The Avigilon high-definition surveillance system has enabled us to build a hybrid system that leverages our existing camera infrastructure for cost-savings and major performance gains and will facilitate our migration to full high definition surveillance in the future.”



City-wide Surveillance for Greater Protection

With no previous surveillance system at GWC, residents now feel much safer in their neighbourhood knowing that activity is being monitored 24x7 by staff at both the SPD and GWC. With a city-wide high-definition surveillance system connecting the two organizations, the City of Selma can ensure greater coverage and overall protection across the municipality. "Now, if the SPD receives a report from GWC, officers can review the surveillance footage in real-time to determine what resources are needed before dispatching an officer," explained Lola Rogers, director at the SHA. "The result is faster and more-effective crime management and prevention."

The City of Selma has been very impressed with the image clarity and zooming capabilities of the Avigilon high-definition surveillance system both day and night. "We can see minute detail – including license plate numbers – from more than 100 feet."

"We can see minute detail – including license plate numbers – from more than 100 feet."

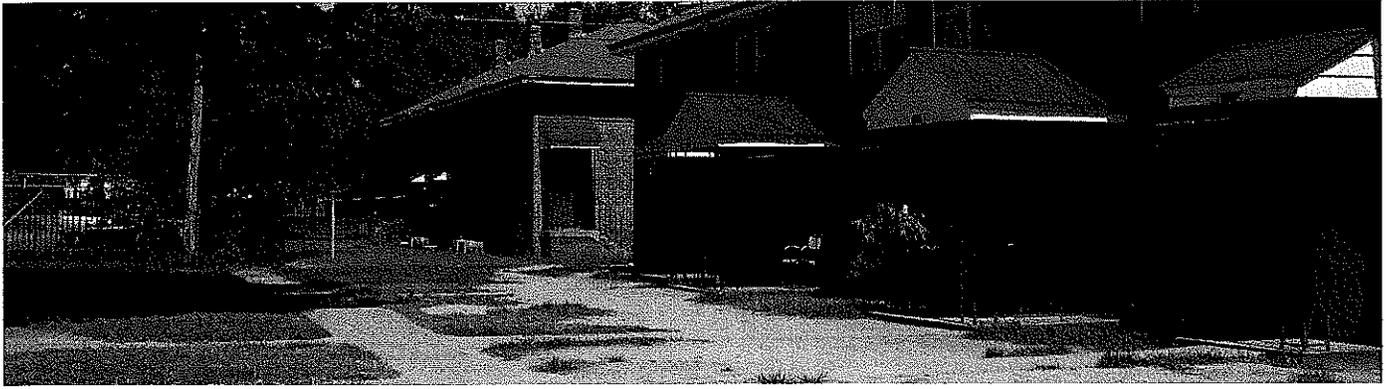
"Now, if the SPD receives a report from GWC, officers can review the surveillance footage in real-time to determine what resources are needed before dispatching an officer. The result is faster and more-effective crime management and prevention."

Improved Manageability for Better Results

According to both Chief Wiley and Ms. Rogers, the Avigilon high-definition surveillance system is very user-friendly, making it easy to achieve maximum results. "We simply have to click and point to operate the system and find what we are looking for, and switching from camera to camera is extremely straightforward," said Rogers. SPD police officers have also found the system easy to use. "Investigators love using the Avigilon high-definition surveillance system to track an incident onsite or at GWC," confirmed Chief Wiley. "In fact, if we get a report from GWC or the surrounding area, the first thing we do now is check the footage." With its previous analog-based system, the SPD rarely reviewed surveillance footage for investigative purposes because it was not reliable – one month it would be operational, and the next two it would be down. "The Avigilon high-definition surveillance system is both one hundred percent more reliable and more functional than our previous system," added Wiley.

Because the system is so much easier to manage, maintenance costs have also been reduced. "If our former system failed, we would have to send the old CPU out for maintenance, so we would often be without the system for weeks," noted Chief Wiley. The City of Selma has been very impressed with the installation, training, and ongoing support delivered by Avigilon and BlackBelt Technologies, whose expertise and responsiveness has further enriched the system's manageability and performance. "We could not have worked with a better team," said Mayor Evans.





A 75 Percent Drop in Criminal Activity

“GWC tenants know that they are being monitored, so criminal activity has declined since we installed the Avigilon high-definition surveillance system,” commented Rogers, who tracks criminal activity at GWC by the number of reports she receives each week from the SPD. “Before installing the Avigilon system, we would receive 40 reports each week. Now, we are down to less than 10 a week – a 75 percent drop in criminal activity.”

In addition, SPD officers and administrative staff feel much more secure at work since the new system was deployed. “Anxiety levels have dropped, especially on court day when traffic increases, because staff know that we can easily capture and review footage if an incident does occur,” said Chief Wiley.

“Before installing the Avigilon system, we would receive 40 reports each week. Now, we are down to less than 10 a week – a 75 percent drop in criminal activity.”

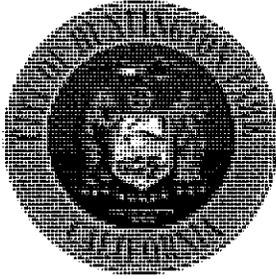
“With Avigilon, we have the tools to accurately identify suspects and successfully convict them, reducing crime and ultimately preventing the risk of repeat offences for better overall community protection.”

A Scalable Solution for a Growing City

Looking ahead, the City will develop new resources and build new facilities to further enrich the living and tourist experience. “We plan to deploy the Avigilon high-definition surveillance system in all public places, including our new waterfront park, walking trails, downtown, and our schools to better protect and secure our entire community,” confirmed Chief Wiley. The SPD is also rolling out a mobile computing platform to its 54 officers that will give them access to surveillance footage on laptops from any location. “The Avigilon high-definition surveillance system is an open and scalable solution that will easily grow with us as we continue to expand.”

City of Selma residents and visitors alike understand – and appreciate – the effort the City has made to preserve their safety. “We can’t eliminate the criminal element entirely,” concluded Mayor Evans. “But with Avigilon, we have the tools to accurately identify suspects and successfully convict them, reducing crime and ultimately preventing the risk of repeat offences for better overall community protection.”





CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

August 5, 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 PROFESSIONAL SERVICES AGREEMENT TO LORRAINE MENDEZ AND ASSOCIATES TO PROVIDE CONSULTING SERVICES RELATED TO THE ADMINISTRATION OF FEDERAL HOUSING AND URBAN DEVELOPMENT (HUD) GRANT PROGRAMS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award a professional services contract to Lorraine Mendez & Associates (LMA) for an aggregate amount not-to-exceed \$60,000 to provide services related to the Community Development Block Grant (CDBG), HOME and Lead-Based Paint programs
2. Authorize the City Attorney to prepare a professional services contract.
3. Authorize the City Manager to execute the contract

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current Consultant, Karen Warner and Associates (KWA), was awarded a four year contract to assist in the administration of the City's Federal HUD programs in 2008. The contract with KWA expired on December 2012. Consequently, staff initiated an RFP process to identify a new consultant to provide administrative support for the compliance of its HUD programs. KWA has continued to provide consulting services on a month-to-month basis over the past several months.

The scope of services to be provided by the new consultant is expected to be significantly reduced: staff will be assuming a significant portion of the administrative

AWARD PROFESSIONAL SERVICES AGREEMENT TO LORRAINE MENDEZ AND ASSOCIATES TO PROVIDE CONSULTING SERVICES RELATED TO THE ADMINISTRATION OF FEDERAL HOUSING AND URBAN DEVELOPMENT (HUD) GRANT PROGRAMS

August 5, 2013

Page 2 of 4

duties previously provided by KWA. The consultant's main responsibilities will be to assist in the preparation of Consolidated Annual Performance Evaluation Report (CAPER) reports, Annual Action Plan, and submittal of required compliance reports for the CDBG, HOME, and Lead-Based Paint programs. In addition, the consultant will be expected to provide insights regarding program guidelines and interpretation of HUD policies and procedures.

FISCAL IMPACT/FINANCING

These services have been approved in the Fiscal Year 2013-2014 action plan/budget for the CDBG, HOME and Lead-Based Paint programs. The services to be provided by LMA will be for an aggregate amount not-to-exceed \$60,000 for a period of one year. These fees will be paid under the administration cost allowance under each respective program:

- | | |
|---------------------------|-----------|
| 1. CDBG (20%) | \$30,000 |
| 2. HOME (10%) | \$10,000 |
| 3. Lead Based Paint (10%) | \$20,000. |

The current contract with KWA is for annual amount of \$143,160. Staff recommends approval of a one-year contract with LMA for an amount not-to-exceed \$60,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 13, 2013, the City issued Request for Proposals (RFP) to qualified four firms with experience in the administration of Federal programs. The RFP requested that all firms provide both a fixed fee for the preparation of the Annual Action Plan and CAPER, as well as an hourly cost based on the following scope of services:

1. Ongoing Administration of HUD Program
2. Developing and maintaining Policies and Procedures Manual as needed
3. Maintaining Project Filing System and Documentation Checklists
4. Assisting in the preparation of all required HUD reports forms and documents
5. Responding to public inquiries regarding HUD programs
6. Responding to HUD letters and/or memorandums as needed

Staff received four proposals from the following firms:

1. Willdan Engineering
2. MAER Consulting
3. Municipal Housing Solutions
4. Tierra West Advisors

AWARD PROFESSIONAL SERVICES AGREEMENT TO LORRAINE MENDEZ AND ASSOCIATES TO PROVIDE CONSULTING SERVICES RELATED TO THE ADMINISTRATION OF FEDERAL HOUSING AND URBAN DEVELOPMENT (HUD) GRANT PROGRAMS

August 5, 2013

Page 3 of 4

Note: The City received a proposal from JWA Urban Consultants, Inc. which was declined

KWA declined to submit a response.

The initial RFP requested that the consultant provide economic development consulting services, however, these services were later solicited under a separate RFP.

Upon an initial review of the responses, it was evident that the consultants had little prior knowledge of the programs. In order to retain institutional knowledge and obtain continuity of services, City staff requested LMA, which includes current KWA staff, to submit a proposal.

The team members included in LMA's proposal (Lorraine Mendez, Duane Solomon and Maria Torres-Castaneda), have been directly involved in the administration of CDBG, HOME and Lead Based Paint Grant programs under KWA's contract.

In reviewing all five proposals, staff evaluated firm experience, assigned personnel, and compared the flat fees and hourly billing rates. The following table illustrates the hourly rates of the five consultant firms that submitted proposals:

Firm	Action Plan CAPER	Hourly
Lorraine Mendez & Associates	\$14,000	Principal: \$70 Project Manager: \$80 Project Manager: \$50
MAER Consulting	\$36,500	Program Administrator \$75 Program Specialist \$50 Planner \$50
Tierra West Advisors	\$42,263	Principal \$195 Director \$180 Sr. Associate \$165 / Associate \$145 Sr. Analyst \$125 / Analyst \$115
Willdan Engineering	Not provided	Principal Planner: \$115 Senior Planner: \$100 Hsg. Rehab Specialist: \$85 Labor Compliance Manager: \$120 Labor Compliance Assistant \$80
Municipal Housing Solutions	Based on hourly rates	Principal: \$95 Principal Planner \$85 Senior Planner \$75 Project Coordinator \$65

AWARD PROFESSIONAL SERVICES AGREEMENT TO LORRAINE MENDEZ AND ASSOCIATES TO PROVIDE CONSULTING SERVICES RELATED TO THE ADMINISTRATION OF FEDERAL HOUSING AND URBAN DEVELOPMENT (HUD) GRANT PROGRAMS

August 5, 2013

Page 4 of 4

Staff recommends the selection of LMA to continue assisting staff with the administration of Federal grant programs. In addition to providing the most competitive rates, contracting with LMA's staff direct experience with the City's HUD programs will allow for continuity in the administration of Federal programs.

CONTRACTING PROCESS

Staff published the RFP on the City's website and emailed it to a list of qualified firms that provide similar types of services for other cities.

CONCLUSION

The City Attorney will prepare a professional service contract for an amount not to exceed \$60,000 for the City Manager's signature.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



Julio Morales
Director of Finance

Attachments: Proposal from Lorraine Mendez & Associates

ATTACHMENT

Lorraine Mendez

& Associates



July 30, 2013

City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255

**SUBJECT: PROPOSAL FOR CONSULTING SERVICES FOR US DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT (CDBG AND HOME) GRANT PROGRAM
ADMINISTRATION**

Dear Mr. Acosta,

This letter serves to thank you for the opportunity to provide services related to the administration of the City of Huntington Park's ("City") HUD program. I am pleased to offer our services based upon extensive experience in professional grants administration and affordable housing project management services. As you know, my firm has broad experience in CDBG and HOME grants management and project monitoring for entitlement and participating jurisdictions. We provide professional and technical services to various cities to ensure programs are within HUD compliance. Our consultant services also include the preparation and analysis of reports and housing agreements as well as the completion of the Annual Action Plan, Consolidated Plan, and Comprehensive Annual Performance and Evaluation Report (CAPER). While we understand that starting in Fiscal Year 2013-14, City staff will assume a larger role in the administration of the City's grant programs, we nonetheless submit this proposal to offer support services in any and all areas, as needed, in the implementation of your HUD programs.

As principal of Lorraine Mendez & Associates (LM&A), I will maintain responsibility for project management, will serve as the primary staff member responsible for preparation of the all documents (if needed), and coordination with City staff. Assisting me are Duane Solomon and Maria Torres-Castaneda. Mr. Solomon has experience in having worked for governmental jurisdictions, as well as for affordable housing consultants. Mr. Solomon brings over 35 years of local municipal experience in housing and community development. Ms. Torres-Castaneda has over 20 years of experience in the administration of CDBG, HUD-funded Residential Rehabilitation programs, and, more recently, in the implementation of the City of Huntington Park's Lead Abatement Program. The team of LM&A is committed to assisting Huntington Park staff with any HUD related assignments, as needed.

Sincerely,

LORRAINE MENDEZ & ASSOCIATES

♦ 2100 Cold Stream Court, Oxnard CA 93036 ♦ T: (805) 665-7310 ♦ F: (805) 485-1904 ♦
♦ E: Lorraine-Mendez@hotmail.com ♦



Proposal

**TO PROVIDE GRANT AND PROJECT MANAGEMENT SERVICES
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
AND
HOME INVESTMENT PARTNERSHIP ACT (HOME) FUNDS**

SUBMITTED TO:

CITY OF HUNTINGTON PARK

SUBMITTED BY:

Lorraine Mendez & Associates, LLC
2100 Cold Stream Court
Oxnard, CA 93036
(805) 665-7310
Lorraine-mendez@hotmail.com

SCOPE OF WORK

The team at Lorraine Mendez & Associates (LM&A) brings over 60 years combined experience in providing community development, housing, and general grants administration services to local jurisdictions. LM&A proposes to provide the City with essentially an extension of staff to assist in carrying out the goals, objectives, and policies established by the City. To that end, the following services are available to the City as needed:

1. CDBG/HOME Programs Administration

- a. Develop and Maintain Project Filing System and Checklist, including all necessary eligibility documentation to ensure compliance with HUD and federal cross-cutting requirements.
- b. Conduct environmental reviews and prepare environmental review records (up to level of environmental assessment, which would be treated as an additional cost) for all activities in accordance with NEPA and the implementing regulations at 24 CFR Part 58.
- c. Manage the federal Integrated Disbursement and Information System (IDIS) required to set-up, revise, fund, and report upon accomplishments and beneficiaries for all CDBG and HOME activities.
- d. Generate, format, download, and analysis of all IDIS Reports.
- e. Prepare agreements for subrecipients (both outside and intradepartmental).
- f. Assist in department budget preparation and work program.
- g. Jointly with the Finance Department, assume financial management responsibilities, including preparing draw requests, receipting and drawdown of program income, approving subrecipient payment requests, and monitoring CDBG/HOME expenditures.
- h. As appropriate, provide training for new Community Development staff on HUD program administrative functions.

2. HOME Acquisition/Rehabilitation Program

- a. Develop subsidy layering guidelines for rental and owner housing.
- b. Conduct financial analysis/layering review for Federally-assisted residential acquisition and rehabilitation projects.
- c. Assist City staff in drafting deal points and affordable housing agreements for federally-assisted residential new construction, and acquisition/rehabilitation projects, and/or review of affordable housing agreements, exhibits, and documents as to compliance with established HUD HOME regulations.
- d. Assist City staff in drafting operating and predevelopment loan agreements.
- e. Prepare environmental review records for proposed HOME affordable housing projects.

3. Lead Hazard Program Administration

- a. Review applications and conduct on-site visits.
- b. Request and review State Historic Preservation Office (SHPO) clearance for each lead abatement project.
- c. Prepare work write-up/scope of work for each lead abatement project.
- d. Coordinate the bid process and selection of contractors for each project.
- e. Coordinate the temporary relocation of residents with relocation consultants.
- f. Conduct construction inspections at various points of construction.

- g. Participate in Lead Hazard trainings to ensure compliance with federal regulations.
 - h. Prepare bi-weekly and quarterly financial drawdowns to comply with HUD program bench marks.
 - i. Provide oversight of outside agencies contracted to outreach to program participants.
- 4. Assist Staff in Responding to HUD and Single Audit Letters and/or Memorandums as Needed**
- a. Address and rectify all concerns and findings emanating from possible Agency or Federal Single Report Audits.
- 5. CDBG and HOME Monitoring**
- a. Conduct desk and on-site CDBG subrecipient monitoring visits as required by regulation (monitoring typically occurs after the end of the program year).
 - Prepare appointment letters.
 - Conduct on-site visit with public service subrecipients, gather needed financial, beneficiary, and other necessary documentation to prepare monitoring report.
 - Prepare monitoring report outlining subrecipient strengths and weaknesses, concerns, findings, and corrective actions to be taken.
 - Follow-up with subrecipients on implementation of recommended corrective actions, and prepare monitoring close-out letters as needed.
 - Provide technical assistance to staff and CDBG public service providers as needed.
 - b. Conduct desk and on-site HOME monitoring of affordable housing projects.
 - Prepare appointment letters to property owners or management.
 - Schedule on-site inspections to determine compliance with Federal Housing Quality Standards (HQS), and local and state codes.
[Note: City may opt to use Building or Code Enforcement staff to conduct on-site inspections, or Lorraine Mendez & Associates, upon City's request, may sub-contract inspection services to qualified person(s).]
 - Conduct on-site monitoring to include review of project documents and tenant files to ascertain project compliance with HOME requirements, e.g. rents, tenant income eligibility, occupancy eligibility, property standards, affirmative marketing and fair housing, and lease terms.
 - Prepare monitoring reports and follow-up correspondence until monitoring close out. Report will outline strengths and weaknesses, concerns, findings, and corrective actions to be taken.
- 6. Review (and Develop, as needed) HUD Grants Management Policies and Procedures Manual (Program Guidelines), including:**
- a. Administration and monitoring of CDBG subrecipients
 - b. IDIS management
 - c. Annual monitoring plan for HOME assisted rental projects
 - d. Receipt and monitoring of program income
 - e. Financial Management
 - f. CHDO certification/re-certification
 - g. Project file content and duration
 - h. Non-discrimination, affirmative marketing, and anti-displacement
 - i. Environmental Review Records

- j. Procurement
- k. Layering reviews
- l. Relocation
- m. Section 3

- 7. Assist City Staff in Drafting 2014-15 Annual Action Plan and Amendments to 5-Year Consolidated Plan**
- a. Assist with draft and final Action Plan, amendments to the Action Plan and, if applicable, required amendments to 5-Year Consolidated Plan as needed, oversee public review, and submit to HUD pursuant to HUD regulations.
 - b. Conduct various administrative activities associated with the Annual Plan, including:
 - Prepare public notice regarding availability of CDBG/HOME funds.
 - Send out funding request applications to service agencies and internal City Departments.
 - Conduct all preparatory work preceding the public hearing on City's community development needs – invite service agencies to make presentation.
 - Prepare binder with CDBG Public Service and Capital Project proposals, with staff summaries on each.
 - Optional: Upon establishment of a Citizen Advisory Committee, review applications with City Council appointment citizen advisory committee.
 - Prepare staff report identifying funding recommendations.
 - Enter projects into IDIS, and submit electronically to HUD.
 - Prepare professional service agreements for subrecipients.
- 8. Assist City Staff with the 2012-13 Consolidated Annual Performance and Evaluation Report (CAPER)**
- a. Assist staff with the preparation of draft and final CAPER document, oversight of public review, and submittal to HUD pursuant to HUD regulations.

METHODOLOGY

In managing and implementing HUD programs, Lorraine Mendez & Associates uses a variety of controls to ensure federal compliance and eligibility. These include the following:

- Eligibility Review Forms to be used for each federally-funded activity. The eligibility review form ensures that the activity is eligible under the CDBG or HOME program, that it meets a national objective, and that it is consistent with priorities and needs as identified in the governing Consolidated Plan.
- Environmental Review Record (ERR) to ensure that the activity has met all requirements under NEPA and 24 CFR Part 58.
- Programmatic policies and protocols related to program administration (ERR, file management, CHDO Certification/Re-Certification, Monitoring of CDBG Subrecipients, Monitoring of HOME-Assisted Projects, etc.).
- File Checklists which outline, in detail, what each project file should contain to demonstrate eligibility.

LM&A will also utilize the City's Citizen Participation Plan (or update it as needed) as a guide for soliciting and documenting views of internal and external stakeholders. The Citizen Participation Plan is used during the development of the Consolidated Plan, Annual Action Plan, and CAPER.

In an effort to achieve client satisfaction and to satisfy the requirements of the scope of work, LM&A ensures that city staff will be apprised of grant performance, the timely expenditure of grant funds, and critical dates for federal reports. LM&A will provide the tools (analyses, spreadsheets, protocols and guidelines) necessary to assist staff in their decision making. LM&A will also offer technical assistance, as needed, to city staff or program subrecipients to ensure client satisfaction in program delivery.

LM&A utilizes the grant cycle as the basis for establishing a project schedule and for identifying tasks that need to be performed throughout the program year. For example, LM&A will establish protocols whereby subrecipients of federal funds are required to submit both a standardized performance report and payment request 15-days after the end of each quarter to ensure that IDIS has updated performance data each quarter, to ensure that any problem areas the subrecipient may be having are identified promptly and actions are taken to correct it, and to ensure that funds are being expended in a timely fashion. Further, submission dates of Consolidated Plans, Annual Action Plans, and CAPER's will determine when public notices, community meetings, etc. are to be held.

STAFFING AND PROPOSED COST

Lorraine Mendez – Principal

Lorraine Mendez has been under contract with other jurisdictions over the last seven years providing administrative services associated with the HUD Program. A major focus of this effort has been to improve the overall administration and implementation of City's HUD grant programs as required by HOME and CDBG regulations. Lorraine Mendez, in partnership with Duane Solomon, has been successful at addressing program deficiencies common in many jurisdictions, and has established improved administrative protocols for activities under the CDBG and HOME programs.

Ms. Mendez has worked under contract with various consultants, including Karen Warner Associates (Huntington Park, Huntington Beach), Solomon & Associates (Garden Grove), and Castaneda Associates (Indio), and more recently as principal of Lorraine Mendez & Associates, LLC in cities such as Huntington Beach, Garden Grove, Burbank, and Westminster. Specifically in the cities of Huntington Park and Westminster, Ms. Mendez has overseen complete implementation of the CDBG and HOME programs. In addition to daily HUD administrative services, Ms. Mendez has also prepared, or assisted in the preparation, of various Consolidated Plans, Annual Action Plans, and CAPERs. Ms. Mendez also has five years experience working for the City of Burbank where she gained knowledge and experience in the fields of Redevelopment, housing, community development, fiscal management, goal setting, and performance tracking.

Duane Solomon – Project Manager (Subcontractor)

Mr. Solomon offers over 30 years of CDBG and HOME administration experience. He served as the Housing Development Manager for the City of Burbank for six years, and has also worked in the cities of Garden Grove and Pomona administering CDBG and HOME program activities, as well as being retained by a number of cities, including Huntington Park, Garden Grove, Burbank, Westminster, and Cerritos to provide grants management, project management, training and/or related housing services.

Maria Torres-Castaneda – Project Manager (Subcontractor)

Ms. Torres-Castaneda has worked on HUD programs since 1992 and brings a wide variety of experience in the areas of CDBG, residential rehab, and lead abatement programs. She is proficient in Spanish and has utilized her skills and expertise in the cities of Huntington Park, Cudahy, Diamond Bar, and the Community Development Commission of the County of Los Angeles (LA CDC).

Proposed Cost

Lorraine Mendez & Associates, LLC will provide the following staff positions for implementation of this project:

Principal	\$70/hour
Project Manager (Solomon)	\$80/hour
Project Manager (Torres-Castaneda)	\$50/hour

Staff will serve as independent contractors to Lorraine Mendez & Associates, not Lorraine Mendez & Associates' employees. Contractors and Lorraine Mendez agree to the following rights consistent with an independent contractor relationship:

- ✓ Contractors have the right to perform services for others during the term of the Agreement.
- ✓ Contractors have the right to control and direct the means, manner and method by which the services required by the Agreement will be performed.
- ✓ Lorraine Mendez & Associates shall not require Contractor to devote full time to performing the services required by the Agreement.
- ✓ Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Lorraine Mendez & Associates.
- ✓ Contractors shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing under the Agreement.
- ✓ Contractors will maintain independent insurance as required by the City.

Reimbursable Expenses

The Consultant will not bill for overhead. The following expenses directly attributable to work performed under this agreement shall be reimbursed at cost:

- ✓ Printing and reproduction costs associated with document reproduction.
- ✓ Mileage expenses at IRS rate, currently \$.555 per mile; rate to be updated as necessary.
- ✓ Other expenses related to document preparation.

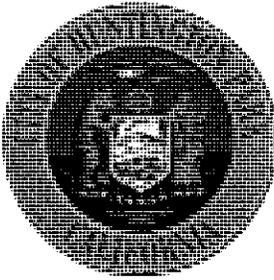
Project Budget

The Consultant proposes to provide the services set forth under the Scope of Services section of this proposal for a not-to-exceed fee of **\$71,500 per year**, plus reimbursable expenses. It is important to note that this proposed amount is dependent on the level of assistance requested of consultants by City staff. The estimates of time allotted each week may vary depending on need of City.

LM&A Consultant	Estimated Hours per Year	Hourly Rate	Total Cost
Lorraine Mendez	250 hrs/yr (approx. 5 hrs/wk)	\$70	\$17,500
Duane Solomon	250 hrs/yr (approx. 5 hrs/wk)	\$80	\$20,000
Maria Torres-Castaneda	400 hrs/yr (approx. 16 hrs.wk)	\$50	\$20,000
FY 2014-15 Annual Action Plan (fixed fee)			\$7,000
FY 2012-13 CAPER (fixed fee)			\$7,000
Total Proposed Cost			\$71,500

Our fees will be charged in accordance with the above listed rates and each invoice will detail the project and services provided. Billing includes detail of hourly work done by individual staff members, will be issued monthly,

and are payable upon receipt unless otherwise agreed upon in advance. Work will commence with the authorization from designated City staff.



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

August 5, 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 CONTRACT 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 Attorney to prepare a professional services contract.
3. Authorize the City Manager to execute the contract and all related documents.

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 implementing a comprehensive 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. 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.

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

AWARD A PROFESSIONAL SERVICES CONTRACT TO KOSMONT COMPANIES TO PROVIDE ECONOMIC DEVELOPMENT SERVICES

August 5, 2013

Page 2 of 3

- 2) \$10,000 will be paid from General Fund monies

Additional services required on a as-needed basis such as staffing support and operations for economic development activities will be paid out of general fund monies (Community Development Director Position salary).

CONTRACTING PROCESS

On July 3rd, 2013 the City released a request for proposals (RFP) to solicit bids from various consultant firms. The RFP was sent to six firms which included:

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

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

Of the six firms solicited, only two (RSG and Kosmont Companies) responded to the RFP. Upon review of both proposals, staff determined that Kosmont Companies is the better option. Kosmont Companies proposed a lower fee and shorter implementation timeline than RSG. More important, Kosmont Companies has a record of specialization and expertise in the area of Economic Development Strategies and Plans:

- 1) Kosmont Companies proposed to complete the project within a 3 month timeframe, at a cost of \$39,501.
- 2) RSG proposed to complete the project within a 4-6 month timeframe, at a cost of \$50,400.

The fees provided by both firms do not include staff support services, to be provided on an as-needed basis.

The City sent the RFP to six qualified firms that provide Economic Development services. The City received two responses, the other four declined to provide a response.

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

August 5, 2013

Page 3 of 3

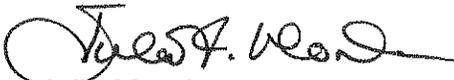
CONCLUSION

The City Attorney will prepare a professional service contract for an amount not-to-exceed \$40,000 for the City Manager's signature.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



Julio Morales
Director of Finance

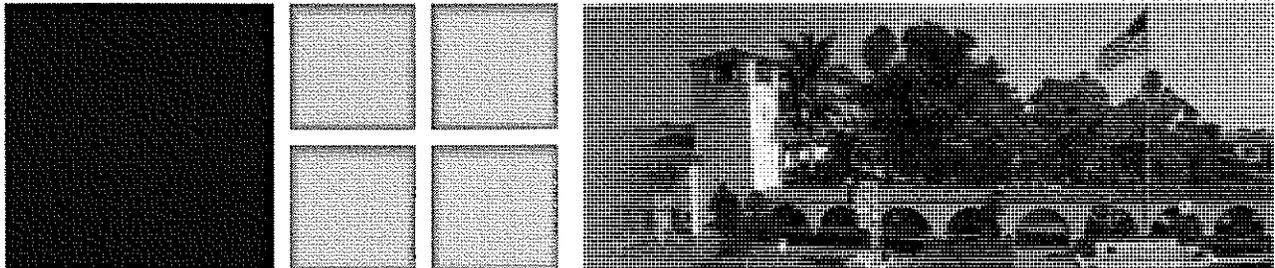
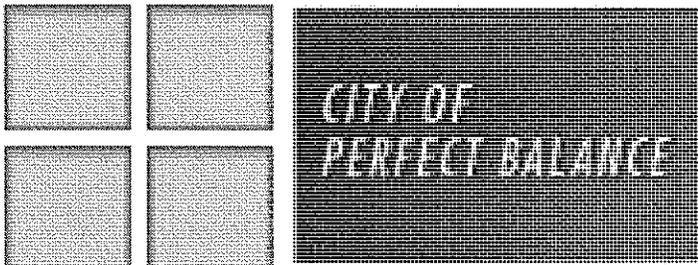
Attachment A: Proposal from Kosmont Companies

Attachment A



PROPOSAL

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



KOSMONT COMPANIES

865 South Figueroa Street 35th Floor Los Angeles CA 90017 **ph 213.417.3300** fx 213.417.3311 www.kosmont.com



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*[®] 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

Cell: (213) 507-9000

Susan Perry, Esq., Partner and COO

Email: sperry@kosmont.com

Cell: (818) 606-5232

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



TABLE OF CONTENTS

COVER LETTER	1
TABLE OF CONTENTS.....	3
STATEMENT OF QUALIFICATIONS	4
WORK PLAN	11
PROPOSED PRICE.....	13

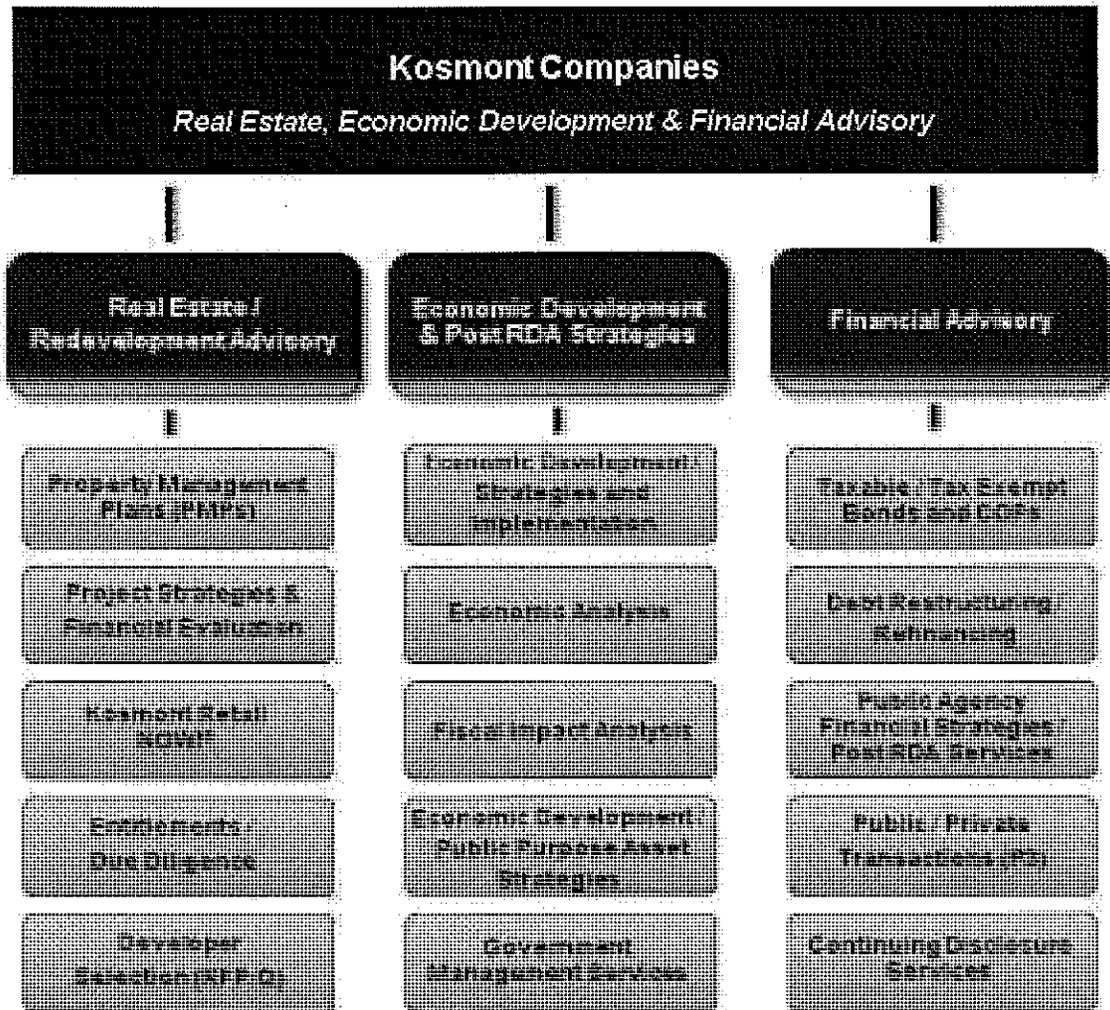


STATEMENT OF QUALIFICATIONS

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 Westrust 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.

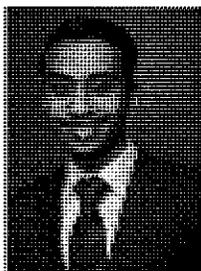
Prior to joining Kosmont Companies as Vice President, Mr. Goulet worked on a variety of land use matters that included entitlement strategies, political outreach, and securing land use approvals for several major projects. Since 2008, he has served as the board-level CFO and Vice President of 1010 Development 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

<u>Professional Services</u>	<u>TASKS # 1 & 2</u>	<u>On-Call Staffing</u>
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. Gnslt \$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)	Task 1 Total: Economic Development Strategic Plan	\$23,170	\$31,140	120	160	0	3	40	53	62	76	18	26
2)	Economic Development Marketing Strategy Plan	\$3,950	\$6,480	20	32	0	2	8	12	10	14	2	4
	Total Professional Services	\$27,120	\$37,620	140	192	0	5	48	65	72	92	20	30
	Travell/Reimbursables	\$1,356	\$1,881										
	Total	\$28,476	\$39,501										
		LOW	HIGH										

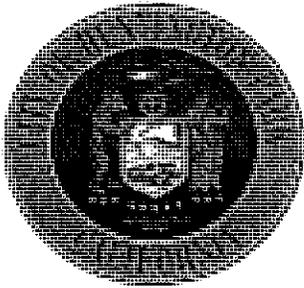
Note: Task budgets may be re-allocated between tasks and personnel categories as deemed appropriate by Consultant in order to adequately provide services to City.



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
	Travell/Reimbursables	\$95	\$412										
	Total	\$1,995	\$8,652										
		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.



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

August 5, 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:

FOOD SERVICES AGREEMENT RENEWAL

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Renew the Food Services Agreement between City of Huntington Park and County of Los Angeles for a term of five years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City currently contracts with the County of Los Angeles to provide pre-packaged meals for inmates held in the Police Department Jail. Meals provided by the County of Los Angeles are prepared by the Sheriff's Department Food Services Unit and meet the County of Los Angeles Health Department menu and nutritional guidelines.

The latest agreement expires June 30, 2013. The proposed term of the new agreement is five years, from July 1, 2013 to June 30, 2018.

FISCAL IMPACT/FINANCING

This item is funded from the City General Fund adopted budget, (Contract Services). There will be no negative impact to the budget for fiscal year 2013-2014 and in fact the City will realize savings to the budget since the price per meal for fiscal year 2013-2014 will be \$2.14 per meal, (current price is \$2.25 per meal). The City will realize a savings of 11 cents per meal (Attachment C).

FOOD SERVICES AGREEMENT RENEWAL

August 5, 2013

Page 2 of 2

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City and County of Los Angeles originally entered into a Food Services Agreement on February 16, 2010. Renewal of the agreement extends the food services provided by the County of Los Angeles for five years. All other provisions, terms and conditions of the agreement not otherwise mentioned remain the same. The final form of the agreement must be approved by City and County of Los Angeles to become effective.

CONTRACTING PROCESS

The County of Los Angeles seeks approval of a five year Food Services Agreement in order to continue providing food services to the City.

CONCLUSION

Please forward three original agreements which have proper signatures of authorized city representatives to the Los Angeles County Sheriff's Department, (as per the enclosed letter), and return one copy of agreement to the Office of the Chief of Police.

Respectfully submitted,



RENE BOBADILLA
City Manager, P.E.



JORGE CISNEROS
Chief of Police

ATTACHMENTS

- Attachment A – Sheriff's Department letter dated June 13, 2013
- Attachment B – Food Services Agreement (3 original copies)
- Attachment C – Annual Cost Spread Sheet

Attachment

A



Leroy D. Baca, Sheriff

County of Los Angeles
Sheriff's Department Headquarters

4700 Ramona Boulevard
Monterey Park, California 91754-2169



June 12, 2013

Jail Administrator
City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255

Dear Sir/Madam,

FOOD SERVICES AGREEMENT RENEWAL

Enclosed is a new (5) year Food Services Agreement, which authorizes the Sheriff's Department to deliver pre-packaged meals to your city jail facility. The terms of the new (5) year agreement will be from July 1, 2013 to June 30, 2018.

There are (3) agreements which require original signatures from your authorized City Representative. Upon completion, please forward the signed agreements to:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
4700 Ramona Boulevard, Rm 214
Monterey Park, CA 91754

We will return a complete signed agreement to you after all signatures have been obtained. Should you have any questions regarding the program, please contact Sergeant Daniel Carlson of Custody Food Services Unit at (213) 893-5099 or Sergeant Nancy Ohara of Contract Law Enforcement Bureau at (323) 526-5737.

Sincerely,

LEROY D. BACA, SHERIFF

Richard T. Mouwen, Captain
Contract Law Enforcement Bureau

Attachment

B

**FOOD SERVICES AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND THE CITY OF HUNTINGTON PARK**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
	RECITALS.....	2
1.0	SCOPE OF SERVICES.....	2
2.0	ADMINISTRATION OF COUNTY PERSONNEL.....	4
3.0	INDEMNIFICATION AND INSURANCE.....	4
4.0	BILLING RATES.....	5
5.0	PAYMENT PROCEDURES.....	5
6.0	TERM OF AGREEMENT.....	6
7.0	RIGHT OF TERMINATION.....	6
8.0	AMENDMENTS.....	7
9.0	ASSIGNMENT, DELEGATION AND SUBCONTRACTING.....	7
10.0	AUTHORIZATION WARRANTY.....	7
11.0	INDEPENDENT CONTRACTOR STATUS.....	7
12.0	GOVERNING LAW, JURISDICTION, AND VENUE.....	7
13.0	NOTICES.....	8
14.0	VALIDITY.....	8
15.0	WAIVER.....	8
16.0	ENTIRE AGREEMENT.....	9
	SIGNATURES.....	10
	ATTACHMENT A: FOOD SERVICES ORDER	
	ATTACHMENT B: FOOD SERVICES- CITY CONTRACT RATES	

FOOD SERVICES AGREEMENT

This Food Services "Agreement", dated _____, 2013, is made and entered into by and between by the County of Los Angeles ("COUNTY") and the City of Huntington Park, ("CITY") for the purpose of providing food services to CITY jail facility.

RECITALS

A. WHEREAS, CITY is desirous of contracting with COUNTY, through its Los Angeles County Sheriff's Department ("LASD") for food services to be provided to prisoners of the CITY jail facility; and

B. WHEREAS, COUNTY and LASD are agreeable to rendering such services on the terms and conditions hereinafter set forth; and

C. WHEREAS, such Agreements is authorized and provided for by Sections 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 COUNTY, through LASD, agrees to provide CITY with pre-packaged prepared meals for use in the CITY jail facility.

1.2 Meals provided by COUNTY will meet the nutritional and caloric requirements established by the Food and Nutrition Board of the National Research Council, Institute of Medicine of the National Academies, the California Daily Food Guide, and the Dietary Guidelines for Americans, in accordance with the Title 15 of the California Code of Regulations, at the time of meal delivery to the CITY jail facility.

- 1.3 Food preparation and the quality of the provided meals shall comply with the standards set forth in the California Health and Safety Code, Division 104, Part 7, Chapter 4, Articles 1-8, at the time of delivery to the CITY jail facility.
- 1.4 LASD shall deliver the prepared meals to CITY as set forth in Attachment A, Food Services Order, of this Agreement. For any changes in the number of meals requested and/or the delivery days and times set forth on Attachment A, Food Services Order, of this Agreement CITY shall submit a request to COUNTY in writing not less than twenty-one (21) calendar days prior to the date of the requested change in the food service. The written requests shall set forth the effective date of the requested change and the specific change to number of meals and/or delivery date and/or delivery time. The written request shall also be signed by a representative of CITY, who is duly authorized to request such changes. The written requests shall be submitted to COUNTY as follows:

Los Angeles County Sheriff's Department
Attn: Food Services Unit
450 Bauchet Street, Room E815
Los Angeles, California 90012

Upon approval by COUNTY of the requested change, Attachment A, Food Services Order, of this Agreement will be amended pursuant to Section 8.0, Amendments, of this Agreement to reflect such change.

- 1.5 LASD shall be responsible for the transportation of the prepared meals to the CITY jail facility. LASD shall deliver the meals as set forth in Attachment A, Food Services Order, of this Agreement to a pre-designated, mutually agreed upon food storage location. Thereafter, it is the responsibility of CITY to serve the meals and provide any necessary clean-up.
- 1.6 LASD shall provide CITY with a monthly menu not less than one (1) week prior to

the beginning of the following month. Menus are subject to change due to the availability from the vendors; therefore, LASD reserves the right to make such changes as necessary.

2.0 ADMINISTRATION OF COUNTY PERSONNEL

- 2.1 The rendition of the services performed by COUNTY, through LASD, the standards of performance, the discipline of officers and civilian employees, and other matters incident to the performance of such services and the control of personnel so employed shall remain with COUNTY and the Sheriff of Los Angeles County. COUNTY shall pay all wages, salaries, worker's compensation, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them.
- 2.2 With regard to Section 2.1, COUNTY, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

3.0 INDEMNIFICATION AND INSURANCE

- 3.1 CITY shall indemnify, defend, and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with the CITY's acts and/or omissions arising from and/or relating to this Agreement.
- 3.2 COUNTY shall indemnify, defend, and hold harmless the CITY, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected

with the COUNTY's acts and/or omissions arising from and/or relating to this Agreement.

- 3.3 COUNTY shall provide to CITY a certificate of self- insurance certifying that it is self-insured for general liability, automobile liability, and workers' compensation liability.

4.0 BILLING RATES

- 4.1 For and in consideration of the rendition of the food services to be performed by COUNTY under this Agreement, CITY shall pay COUNTY for said services according to the rates set forth in the Food Services - City Contract Rates, attached hereto as Attachment B of this Agreement.
- 4.2 Fees charged for the meals shall be based on the recovery of ingredient costs, mileage costs, labor costs, and other relevant costs prevailing at the time of the execution of this Agreement.
- 4.3 In the event that the costs for providing the services, as determined by the County's Auditor-Controller, change or the performance requirements under this Agreement change during the term of this Agreement, then COUNTY shall have the right to adjust the rates and costs set forth in Attachment B, Food Services - City Contract Rates, of this Agreement. COUNTY shall notify CITY of any rate or cost modifications, and an Amendment to this Agreement shall be executed pursuant to Section 8.0, Amendments, of this Agreement.

5.0 PAYMENT PROCEDURES

- 5.1 COUNTY, through LASD, shall render to said CITY within ten (10) calendar days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said CITY shall pay COUNTY

therefore within forty-five (45) calendar days after date of said invoice.

5.2 If such payment is not delivered to the COUNTY office which is described on said invoice within forty-five (45) days after the date of the invoice, COUNTY is entitled to recover interest thereon.

5.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.

6.0 TERM OF AGREEMENT

6.1 The term of this Agreement shall commence July 1, 2013 or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2018, unless sooner terminated or extended in whole or in part as provided for herein.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.

7.2 In the event of the termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

7.3 Notwithstanding the foregoing, COUNTY may cancel the provision of service at any time, in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law. In the event of such a circumstance, COUNTY will provide at least a ten (10) calendar day notice of its inability unless circumstances preclude them, as a practical matter, from giving at least a ten (10)

calendar day notice, in which event the COUNTY shall provide such notice of less than ten (10) calendar days as is feasible and practical under the circumstances.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of COUNTY and CITY.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

CITY represents and warrants that the person executing this Agreement for CITY is an authorized agent who has actual authority to bind the CITY to each and every term, condition herein.

11.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is between COUNTY and CITY and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between COUNTY and CITY. The employees and agents of one party shall not be construed to be employees and agents of the other party.

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County

of Los Angeles.

13.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to COUNTY shall be addressed as follows:

Los Angeles County Sheriff's Department
Food Services Unit
Attn: Unit Commander
450 Bauchet Street, Room E815
Los Angeles, California 90012
Tel No. 213-893-5099
Fax. No. 213-680-1335

Notices to CITY shall be addressed as follows:

City of Huntington Park
Attn: Jail Administrator
6550 Miles Avenue
Huntington Park, CA 90255
Tel. No. 323-582-6161
Fax No. 323-588-4577

14.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute

a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

This Agreement, and any Attachments hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

FOOD SERVICES AGREEMENT

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and CITY has caused this Agreement to be executed on its behalf by its duly authorized representative, on the dates written below.

Los Angeles County Sheriff's Department

By _____
Leroy D. Baca, Sheriff

Date _____

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Senior Deputy County Counsel

CITY OF HUNTINGTON PARK

By _____

Date _____

APPROVED AS TO FORM:

By _____
City Attorney

ATTACHMENT A

**CITY OF HUNTINGTON PARK
FOOD SERVICES ORDER**

EFFECTIVE DATE:

DELIVERY DAYS:

DELIVERY HOURS: BETWEEN _____ HOURS AND _____ HOURS

NUMBER OF MEALS:

(ex.: 120 PER DELIVERY DAY (40 BREAKFAST, 40 LUNCH, AND 40 DINNER))

CITY OF HUNTINGTON PARK REPRESENTATIVE

DATE

LASD FOOD SERVICES REPRESENTATIVE

DATE

ATTACHMENT B

COUNTY OF LOS ANGELES

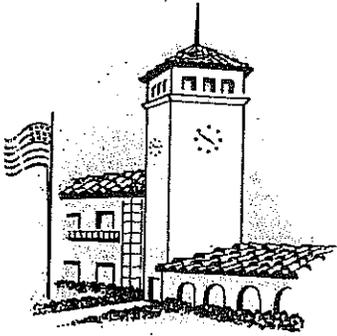
SHERIFF'S DEPARTMENT

"A tradition of Service"
Since 1850

FOOD SERVICES - CITY CONTRACT RATES

RATES for FOOD SERVICES
FISCAL YEAR 2013-2014

SERVICE	RATE
PER MEAL	\$2.14



City of
HUNTINGTON PARK California

August 5, 2013

Assembly Member Bonnie Lowenthal, Chairwoman
Assembly Transportation Committee
Legislative Office Building,
1020 N Street, Room 112
Sacramento, CA 95814
Phone: 916-319-2093
Fax: 916-319-2193

Re: SB 811 (Lara) –SUPPORT

Dear Chairwoman Lowenthal and Committee Members:

On behalf of the City of Huntington Park, I write to express our strong support for SB 811 by Senator Ricardo Lara.

Low-income communities of color are disproportionately impacted by air and noise pollution from freeways. Communities located closer to the freeway are at greater exposure to near-highway pollutants in automobile exhaust such as particulate matter (PM) emissions from diesel engines. Particulate matter has been shown to cause respiratory problems, premature mortality and other chronic health diseases. Noise pollution has been associated with impaired reading comprehension and long-term memory in children and has been associated with high blood pressure. For the communities that reside along the I-710 Corridor, such as Huntington Park, their risk for exposure is even higher because the corridor is a vital link in the region's goods movement system and serves as a link between the San Pedro Bay Ports, warehouses, intermodal facilities, and rail yards in the area.

The California Department of Transportation (Caltrans) and its partners have proposed to widen the I-710 Corridor up to 14 lanes, from the San Pedro Bay Ports to the 60 Freeway in East Los Angeles, in order to increase capacity for single passenger vehicles and heavy-duty diesel trucks. The project will not only increase truck and

6550 Miles Avenue, Rm. 148 • Huntington Park, CA 90255-4393

Tel. (323) 584-6230 • Fax (323) 588-4577

E-mail: rramirez@huntingtonpark.org

www.huntingtonpark.org

vehicle traffic impacting the health of the communities but also further divide communities that are suffering from a dearth of green space, safe bicycle and pedestrian routes, and public transportation. Additionally, the expansion of the I-710 freeway threatens to further degrade the Los Angeles River.

SB 811 is vital to make certain that if the I-710 Corridor Expansion Project is completed it operates with the interest and safety of neighboring communities in mind. Its approach is consistent with the 2006 Goods Movement Action Plan which promised that infrastructure expansions and mitigation would occur simultaneously. On behalf of the Huntington Park community, we encourage your support for this bill.

Sincerely,

CC:

Assemblymember Eric Linder, Vice Chair, Transportation Committee

Fax: (951) 734-4160

Senator Ricardo Lara, Author of SB 811

Fax: (916) 327-9113