

CITY OF HUNTINGTON PARK

City Council Agenda Monday, January 6, 2014

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 Amezquita
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:

Maury Hernandez, 7th Grade student at Orchard Academy.

- 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: Maury Hernandez.**
- 4.2 Presentation of 2013 Mayor's Holiday Awards to participants in recognition of their holiday display on their homes during the Holiday Season.**
- 4.3 Proclamation to Aventon Bikes for their contributions and for serving as a corporate sponsor.**
- 4.4 Proclamation to Curacao for their contributions and for serving as a corporate sponsor.**
- 4.5 Presentation regarding Youth Leadership in Huntington Park.**

5. PUBLIC COMMENTS

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

6. CONSENT CALENDAR

OFFICE OF THE CITY CLERK

- 6.1 Approve minutes of the following City Council meeting:**
- 6.1-1 Regular meeting held Monday, December 16, 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.**

10. CITY ATTORNEY'S AGENDA

- 10.1 2014 Employment Agreement for the position of City Manager between the City of Huntington Park and Rene Bobadilla.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the 2014 Employment Agreement with Rene Bobadilla to continue as Huntington Park City Manager.

11. WRITTEN COMMUNICATIONS

12. COUNCIL COMMUNICATIONS

12.1 Mayor Mario Gomez

12.2 Vice Mayor Rosa E. Perez

12.3 Council Member Ofelia Hernandez

12.4 Council Member Valentin Palos Amezcuita

12.4-1 Discussion and/or action regarding the City Council's Travel Account.

12.5 Council Member Karina Macias

13. CLOSED SESSION

13.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Government Code paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1)

13.2 Pursuant to California Government Code Section 54957, PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

13.3 Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

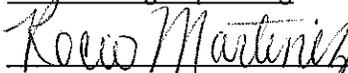
Name of Case: City of Huntington Park v. Watanabe et al., Case No. 34-2013-80001678.

14. ADJOURNMENT

- 14.1 In memory of Hector Brown, uncle of James Enriquez, Director of Public Works/City Engineer for the City of Huntington Park.

NEXT REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
TUESDAY, JANUARY 21, 2014 at 6:00 p.m.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on January 3, 2014 on the bulletin board outside City Hall and available at www.huntingtonpark.org



Rocio Martinez, Senior Deputy City Clerk

Minutes of the regular meeting of the City Council of the City of Huntington Park held Monday, December 16, 2013.

Following the Invocation, the Pledge of Allegiance to the Flag was led by Rita Alvarez, 4th grade student at Miles Avenue Elementary School. 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 Rita Alvarez for leading the flag salute at the City Council meeting December 16, 2013.

Vice Mayor Perez presented a Plaque of Recognition to Jose Zepeda of El Aviso Magazine for their support of the 2013 Relay for Life Southeast Cities. Vice Mayor Perez recognized the following members of the 2013 Relay for Life Southeast Cities who were present: 1) Leticia Martinez; 2) Evelia Castillo; and 3) Victoria Herrera. Mr. Zepeda thanked City Council for the recognition and informed City Council of El Aviso Magazine's upcoming events and accomplishments.

City Manager Bobadilla announced that the following items have been pulled from the agenda:

8. REGULAR AGENDA

FINANCE DEPARTMENT

8.1 Multiple Special Event Park Use/Film Permit for the Calendar Year 2014 for Nitro Group.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a Multiple Special Event Park Use/Film Permit for Calendar Year 2014 for Nitro Group.
- 9.2 Receive and file a report on the administration of the City's Traffic Authority and blue curb disabled parking spaces in public streets.
- 9.3 Receive and file a report on the changes to the Combi Bus Services.

Motion by Perez, seconded by Macias, to establish as "**subsequent need**" item, a request from Council Member Macias for discussion and/or action regarding a letter of support for the order of abatement as a result of emissions from Exide Technologies, as the item arose after the posting of the agenda, necessitating City Council's immediate consideration and/or action, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Absent: Council Member Hernandez.

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.

Sandra Orozco displayed a newspaper article and addressed various concerns to City Council, including certain issues in the City of Maywood. Ms. Orozco encouraged City Council to recognize the Oldtimers Foundation for their work in the community.

Andy Molina thanked everyone who attended the Southeast Cities Service Center C.O.S.E.C.H.A. Harvest Ball and gave special thanks to Mayor Gomez, Vice Mayor Perez, and City Manager Bobadilla. Mr. Molina informed City Council that Tierra will be performing at the Southeast Cities Service Center 1st Annual Christmas Toy Drive and Fundraiser December 19, 2013 at Leonardo's El Mariachi Restaurant and encouraged everyone to attend.

Victoria Herrera briefed City Council on a taskforce meeting that she attended regarding alcohol and drugs education and prevention. Ms. Herrera informed City Council that the next meeting will be held in the City of South Gate.

Martin Delgado, Community Librarian at Huntington Park Library, introduced Joanna Ward, Children's Services Librarian at Huntington Park Library and briefed City Council regarding Ms. Ward's professional background and involvement in the community. Ms. Ward informed City Council that she looks forward to working with the youth in the community.

Nick Ioannidis informed City Council that April 21st will be his 39th anniversary of being an American Citizen and wished City Council Happy Holidays.

Edgar Gordillo addressed City Council to wish them and the community Happy Holidays.

Antonio Padilla addressed concerns to City Council regarding fees associated with the use of the gymnasium at Salt Lake Park and asked that property owners be exempt from paying such fees.

Norma Santiago addressed concerns to City Council regarding lack of safety and criminal activity at Pacific Charter School, Aspire Olin University Preparatory Academy, and Aspire Antonio Maria Lugo Academy Schools. Ms. Santiago commended Council Member Macias for addressing the concerns of the community.

Rodolfo Cruz addressed various concerns to City Council, including money owed by the City and property taxes.

Sonia Luz and Leticia Martinez, representing The Greater Huntington Park Area Chamber of Commerce, distributed copies of a DVD to City Council regarding the Fabulous Christmas Parade and announced that this video will be posted on the chamber's website and the local cable access channel 3.

Jorge Sepulveda addressed City Council regarding a comment previously made by a member of the public regarding closing the gap between businesses and the City. Mr. Sepulveda also addressed concerns regarding poor lighting throughout the City.

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

Motion by Perez, seconded by Amezcuita, to approve the Consent Calendar, 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 Special meeting held Tuesday, November 26, 2013
- 6.1-2 Regular meeting held Monday, December 2, 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 December 16, 2013.

POLICE DEPARTMENT

6. CONSENT CALENDAR – (Continued)

6.4 Renew a Service Agreement between the City of Huntington Park and Tyco Integrated Security LLC.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the service agreement between the City of Huntington Park and Tyco Integrated Security LLC to continue services at significant cost savings.
2. Authorize the City Manager to execute the service agreement.

END OF CONSENT CALENDAR

7. HEARINGS

7.1 Ordinances adopting the 2014 Los Angeles County Building, Electrical, Plumbing, Mechanical, and Residential Codes and 2012 International Swimming Pool and Spa Code.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Open the public hearing to receive any comments, and hearing none.
2. Close the public hearing and consider all public testimony.
3. Adopt for the following ordinances for Second and Final Reading:
 - a) Ordinance No. 914-NS & Urgency Ordinance No. 920-NS, ordinances of the City Council of the City of Huntington Park, California, amending Title 8, Chapter 1 and repealing Chapter 14, 15 and Chapter 16 of the Huntington Park Municipal Code by adopting by reference the 2014 Los Angeles County Code, Title 26, Building Code, with certain amendments, additions and deletions thereto.
 - b) Ordinance No. 915-NS & Urgency Ordinance No. 921-NS, ordinances of the City Council of the City of Huntington Park, California, amending Title 8, Chapter 10 of the Huntington Park Municipal Code by adopting by reference the 2014 Los Angeles County Code, Title 27, Electrical Code, with certain amendments, additions and deletions thereto.
 - c) Ordinance No. 916-NS & Urgency Ordinance No. 922-NS, ordinances of the City Council of the City of Huntington Park, California, amending Title 8, Chapter 5 of the Huntington Park Municipal Code by adopting by reference the 2014 Los Angeles County Code, Title 28, Plumbing Code, with certain amendments, additions and deletions thereto.
 - d) Ordinance No. 917-NS & Urgency Ordinance No. 923-NS, ordinances of the City Council of the City of Huntington Park, California, amending Title 8, Chapter 11 of the Huntington Park Municipal Code by adopting by reference the 2014 Los Angeles County Code, Title 29, Mechanical Code, with certain amendments, additions and deletions thereto.

7. HEARINGS – (Continued)

- e) Ordinance No. 918-NS & Urgency Ordinance 924-NS, ordinances of the City Council of the City of Huntington Park, California, amending Title 8, Chapter 1B of the Huntington Park Municipal Code by adopting by reference the 2014 Los Angeles County Code, Title 30, Residential Code, with certain amendments, additions and deletions thereto.
- f) Ordinance No. 919-NS & Urgency Ordinance No. 925-NS, ordinances of the City Council of the City of Huntington Park, California, amending Title 8, Chapter 8 of the Huntington Park Municipal Code by adopting by reference the 2012 International Swimming Pool and Spa Code, with certain amendments, additions and deletions thereto.

Ordinance Nos.: 914-NS, 915-NS, 916-NS, 917-NS, 918-NS, and 919-NS & Urgency Ordinance Nos.: 920-NS, 921-NS, 922-NS, 923-NS, 924-NS, and 925-NS were read by title. Motion by Perez, seconded by Amezcuita, that reading in full of Ordinance Nos.: 914-NS, 915-NS, 916-NS, 917-NS, 918-NS, and 919-NS & Urgency Ordinance Nos.: 920-NS, 921-NS, 922-NS, 923-NS, 924-NS, and 925-NS for second and final reading be waived and approved for second and final reading and adopted, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

- 7.2 Interim Urgency Ordinance extending for an additional one-year period a moratorium on the issuance of any permits to subdivide any 10,000+ square foot commercial building/structure within the City's Business Improvement District.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing, and hearing none.
2. Closed the public hearing and consider all public testimony and staff's analysis.
3. Approve for First and Final Reading Interim Urgency Ordinance No. 926-NS extending for an additional one-year period Urgency Ordinance Nos. 904-NS and 907-NS which established moratorium on the issuance of any permits to subdivide any 10,000+ square foot commercial building/structure into smaller tenant spaces within the City's Business Improvement District was read by title. Motion by Perez, seconded by Amezcuita, that reading in full of Ordinance No. 926-NS for first and final reading be waived, and that Ordinance No. 926-NS be approved for first and final reading and adopted, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

8. REGULAR AGENDA

PUBLIC WORKS DEPARTMENT

- 8.2 Resolution expressing the City Council's intent to grant a 10-year franchise extension to ExxonMobil Oil Corporation for use and maintenance of a certain 12-inch pipeline.**

8. REGULAR AGENDA – (Continued)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2013-56 expressing its intent to grant a ten-year franchise extension to ExxonMobil Oil Corporation, its successors and assigns, for the use and maintenance of a certain twelve-inch pipeline in, under, and along the easterly forty feet of Santa Fe Avenue in the City of Huntington Park, California was presented. Motion by Perez, seconded by Macias, to adopt Resolution No. 2013-56 and 2. set a public hearing to hear any objections to the granting of said franchise extension on January 6, 2014, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

8.3 Professional Service Agreement with Enviro Communications, Inc. for Public Policy Strategy and Advocacy Services in support of Transportation Grant Funding Opportunities.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a professional services agreement with Enviro Communications, Inc. for public strategy and advocacy services in support of transportation grant funding opportunities.
2. Authorize the City Manager to execute the professional services agreement.

Motion by Perez, seconded by Amezcuita, to approve a professional services agreement with Enviro Communications, Inc. for public strategy and advocacy services in support of transportation grant funding opportunities and authorize the City Manager to execute the professional services agreement, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

8.4 Purchase Orders for the repair of Well No. 16 and the removal of sand sediment from the storage tank at Well No. 16.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a Purchase Order with General Pump Company for well inspection and testing services for a not-to-exceed amount of \$58,330.00 and authorize the City Manager to execute.
2. Approve a Purchase Order with Pacific Titan, Inc. for the removal of sand sediment from a water storage tank for a not-to-exceed amount of \$29,959.00 and authorize the City Manager to execute.

Motion by Perez, seconded by Amezcuita, to approve a Purchase Order with General Pump Company for well inspection and testing services for a not-to-exceed amount of \$58,330.00 and a Purchase Order with Pacific Titan, Inc. for the removal of sand sediment from a water storage tank for a not-to-exceed amount of \$29,959.00; and authorize the City Manager to execute, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

9. CITY MANAGER'S AGENDA

- 9.1 Lease Agreement with the Senate Rules Committee of California for the lease of office space at City Hall to Senator Ricardo Lara of the 33rd Senate District.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a Lease Agreement with the Senate Rules Committee of California for the lease of office space at City Hall for use by Senator Ricardo Lara of the 33rd Senate District.
2. Authorize the City Manager to execute a Lease Agreement.

Motion by Perez, seconded by Macias, to approve a Lease Agreement with the Senate Rules Committee of California for the lease of office space at City Hall for use by Senator Ricardo Lara of the 33rd Senate District; and authorize the City Manager to execute a Lease Agreement, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

- 9.4 Receive and file a report on the implementation of an annual inspection program for the compliance of active Conditional Use Permits (CUP) with the conditions of approval presented by Senior Planner Albert Fontanez.**
- 9.5 Presentation of a video regarding a Strategic Transportation Plan (STP).**

10. CITY ATTORNEY'S AGENDA

11. WRITTEN COMMUNICATIONS

12. COUNCIL COMMUNICATIONS

12.1 Mayor Mario Gomez

12.2 Vice Mayor Rosa E. Perez

12.2-1 Adopt Resolution No. 2013-57 supporting the Earned Income Tax Credit and the Volunteer Income Tax Assistance Program was presented. Motion by Macias, seconded by Amezcuita, to adopt Resolution No. 2013-57, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

12.3 Council Member Ofelia Hernandez

12.4 Council Member Valentin Palos Amezcuita

12.5 Council Member Karina Macias

12. COUNCIL COMMUNICATIONS – (Continued)

12.5-1 Discussion and/or action regarding a letter of support for the order of abatement as a result of emissions from Exide Technologies. Motion by Perez, seconded by Macias, to approve a letter of support for the order of abatement as a result of emissions from Exide Technologies, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

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

13. CLOSED SESSION

13.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Government Code paragraph (2) or (3) of subdivision (d) of Section 54956.9: (2)

13.2 Pursuant to Government Code Paragraph (1) of Subdivision (d) 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

13.3 Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Names of Cases: 1) Eugene Lee v. City of Huntington Park, et. al., Case No. CV13-07004-JFW(DTBx); and 2) Addison Weeks, Kenneth Chan and Brian Sloma v. City of Huntington Park, et. al., Case No. EDCV13-1257

Mayor Gomez declared the meeting resolved into closed session to be held immediately in the adjoining conference room at 7:44 p.m.

Following the closed session, the meeting was called to order in the Council Chambers at 8:04 p.m. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Interim City Attorney Litfin reported out that there was no reportable action on the following closed session items: 1) Conference with Legal Counsel-Anticipated Litigation: (2); 2) Conference with Legal Counsel– Existing Litigation, Name of Case: Water Replenishment District of Southern California vs. City of Huntington Park, Case No. BC512581; and 3) Conference with Legal Counsel – Existing Litigation, Name of Cases: a) Eugene Lee v. City of Huntington Park, et. al., Case No. CV13-07004-JFW(DTBx); and b) Addison Weeks, Kenneth Chan and Brian Sloma v. City of Huntington Park, et. al., Case No. EDCV13-1257.

14. ADJOURNMENT

Mayor Gomez declared the meeting adjourned at 8:05 p.m.

Mario Gomez, Mayor

Rocio Martinez, Sr. Deputy City Clerk

CITY OF HUNTINGTON PARK

Date: 12/30/2013

Demand Register

1/6/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AFSCME COUNCIL 36	PPE 12/22/2013	802-0000-217.60-10	AFSCME DUES	745.20	Y
				745.20	
AL'S BODY SHOP	20230	741-8060-431.43-20	UNIT # 140 REPAIRS	1,789.27	N
				1,789.27	
ALL CITY MANAGEMENT SERVICES	33515	111-7022-421.56-41	CROSSING GUARD SERVICES	2,676.83	N
				2,676.83	
ALVAKA NETWORKS	151476NP	111-7010-421.56-41	ONSITE NETWORK SERVICES	2,522.50	N
	151345SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	728.75	N
	151444SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	701.25	N
	151480NP	111-9010-419.56-64	ONSITE NETWORK ENGINEER	775.00	N
	151354	111-9010-419.56-64	JAN14 NETWORK MANAGEMENT	1,220.00	N
	151383	111-9010-419.56-64	JAN14 NETWORK MONITORING	2,068.00	N
	151493SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	961.02	N
				8,976.52	
AMERI PRIDE UNIFORM SERVICES INC	1400703826	111-8020-431.16-20	LAUNDRY/ RENTAL SERVICES	113.21	N
	1400703826	741-8060-431.61-20	LAUNDRY/ RENTAL SERVICES	23.00	N
	1400715157	111-8020-431.16-20	LAUNDRY/ RENTAL SERVICES	113.21	N
	1400715157	741-8060-431.43-20	LAUNDRY/ RENTAL SERVICES	23.00	N
	1400720508	111-8020-431.16-20	LAUNDRY/ RENTAL SERVICES	118.97	N
	1400720508	741-8060-431.61-20	LAUNDRY/ RENTAL SERVICES	23.00	N
				414.39	
AMERICAN FAMILY LIFE ASSURANCE	PPE 12/22/2013	802-0000-217.50-40	CANCER INSURANCE	106.58	Y
				106.58	

CITY OF HUNTINGTON PARK

Date: 12/30/2013

Demand Register

1/6/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AMERICAN PAPER PLASTIC SERVICES INC	914257	535-6090-452.61-20	TOILET TISSUE/ TOWELS	961.00	N
				961.00	
AMERICAN RENTALS INC	339978	111-8010-431.61-20	TRAILER CONCRETE RENTAL	141.70	N
				141.70	
AMERICAN TRANSPORTATION SYSTEMS	47027	219-0250-431.57-70	TRANSPORTATION SERVICES	436.48	N
				436.48	
AMERIGAS	54020100806	111-7022-421.61-29	PROPANE TANK	328.51	N
				328.51	
AMI ADINI & ASSOCIATES, INC.	10-51989	741-8060-431.43-20	DEC 13 UST OPERATOR SRVC	165.00	N
				165.00	
ARROWHEAD MOUNTAIN SPRING WATER CO.	13K0001984541	741-8060-431.43-20	10/30-11/12/13 WATER DLVR	40.28	N
	03L0030225171	111-3010-415.61-20	12/9-12/12/2013 WATER DLV	29.22	N
				69.50	
AT&T	4897148	111-9010-419.53-10	Acct # 131-393-5843-176	0.02	N
	4895554	111-9010-419.53-10	Acct # 323-582-6161-974	329.17	N
	4904747	111-9010-419.53-10	Acct # 323-582-8836-978	14.80	N
	4898863	111-9010-419.53-10	Acct # 323-583-5923-833	16.07	N
	4899182	111-9010-419.53-10	Acct # 323-583-9543-938	15.76	N
	4895556	111-9010-419.53-10	Acct # 323-584-6201-974	270.99	N
	4895557	111-9010-419.53-10	Acct # 323-584-6207-974	426.63	N
	4895558	111-9010-419.53-10	Acct # 323-584-6209-974	216.30	N

CITY OF HUNTINGTON PARK

Date: 12/30/2013

Demand Register

1/6/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N	
AT&T	4895559	111-9010-419.53-10	Acct # 323-584-6210-974	212.53	N	
	4895560	111-9010-419.53-10	Acct # 323-584-6230-974	49.47	N	
	4897121	111-9010-419.53-10	Acct # 323-584-6274-974	302.45	N	
	4897121	286-8050-432.61-20	Acct # 323-584-6274-974	186.45	N	
	4895563	111-9010-419.53-10	Acct # 323-584-6943-742	15.76	N	
	4899669	111-9010-419.53-10	Acct # 323-588-1037-450	77.68	N	
	4899670	111-9010-419.53-10	Acct # 323-588-1129-484	17.68	N	
	4899614	111-9010-419.53-10	Acct # 323-589-1792-909	17.68	N	
	4897288	111-7010-421.53-10	Acct # 323-584-6334-096	139.38	N	
	4904740	111-7010-421.53-10	Acct # 323-582-1531-500	600.34	N	
	4904748	111-7010-421.53-10	Acct # 323-589-3522-063	81.06	N	
	4904745	111-7010-421.53-10	Acct # 323-582-6382-610	20.13	N	
	4904741	111-7010-421.53-10	Acct # 323-582-1602-448	14.80	N	
	4899636	111-7010-421.53-10	Acct # 323-585-3157-761	15.76	N	
	4895561	111-7010-421.53-10	Acct # 323-584-6254-096	1.09	N	
	4895555	111-7010-421.53-10	Acct # 323-584-1137-608	17.21	N	
	4888793	681-8030-461.53-10	Acct # 336-257-1599-771	84.62	N	
	4895564	681-8030-461.53-10	Acct # 323-584-8445-548	17.83	N	
					3,161.66	
	AT&T MOBILITY	X12142013	111-7010-421.53-10	Acct # 830678858	70.77	N
X12142013		111-7010-421.53-10	Acct # 870062392	799.50	N	
X11142013		111-7010-421.53-10	Acct # 993625860	2,727.36	N	
X11142013		225-7010-421.74-10	Acct # 993625860	19,322.80	N	
X12142013		111-7010-421.53-10	Acct # 993625860	3,352.28	N	
				26,272.71		
BACKGROUNDS UNLIMITED	2509	111-7010-421.56-41	BACKGROUND CHECK	1,421.60	N	
	2510	111-7010-421.56-41	BACKGROUND CHECK	864.20	N	

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BACKGROUNDS UNLIMITED	2511	111-7010-421.56-41	BACKGROUND CHECK	1,412.40	N
				3,698.20	
BARR & CLARK INC	36768	246-5098-463.73-10	LBP INSPECTION	600.00	N
				600.00	
BC TRAFFIC SPECIALIST	20029	224-7094-421.61-20	35 LB BLACK SAND BAGS	223.56	N
	19947	224-7094-421.61-20	TRAFFIC SUPPLIES FOR DUI	3,359.60	N
	19927	224-7094-421.61-20	TRAFFIC SUPPLIES FOR DUI	3,359.60	N
				6,942.76	
BENEFIT ADMINISTRATION CORPORATION	6025079-IN	111-0230-413.56-41	NOV 13 ADMIN FEES	50.00	N
				50.00	
BG PRINTING	24884	239-7055-424.61-20	4" x 24" VINYL STICKERS	65.40	N
				65.40	
BROKEN HORN INC	352899	226-9010-419.74-10	HPPD MOUNTED TACK PACKAGE	2,498.99	N
	352901	226-9010-419.74-10	HPPD MOUNTED TACK PACKAGE	2,204.69	N
	352902	226-9010-419.74-10	HPPD MOUNTED TACK PACKAGE	2,204.69	N
	352900	226-9010-419.74-10	HPPD MOUNTED TACK PACKAGE	2,204.69	N
	352903	226-9010-419.74-10	HPPD MOUNTED TACK PACKAGE	2,204.69	N
				11,317.75	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 11/24/2013	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	37,788.79	N
	PPE 11/24/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	23,135.98	N
	PPE 11/24/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	69,176.81	N
				130,101.58	

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CALPERS	1274	746-0213-413.52-30	JAN 14 HEALTH PREMIUM	162,254.20	N
	1274	217-0230-413.28-00	JAN 14 HEALTH PREMIUM	117,860.52	N
	1274	746-0213-413.56-41	JAN 14 ADMIN FEES	470.17	N
	1274	217-0230-413.56-41	JAN 14 ADMIN FEES	470.17	N
				281,055.06	
CANON	13353327	111-3011-419.43-05	JAN14 PRINTER LEASE PYMNT	332.02	N
	13353327	681-3022-415.43-05	JAN14 PRINTER LEASE PYMNT	332.02	N
				664.04	
CARLA ENRIQUETA TORRES GARCIA	9/16-12/11/2013	111-6060-466.33-20	START RIGHT CLASS	1,717.60	N
				1,717.60	
CDCE INCORPORATED	127119	111-7022-421.61-24	UNIT #913 SMART SIREN	195.00	N
	126927	741-8060-431.43-20	UNIT #913 LIGHTBAR REPAIR	520.00	N
				715.00	
CELL BUSINESS EQUIPMENT	IN1556055	111-0210-413.43-05	COPIER TONERS	8.63	N
	IN1556055	111-0230-413.43-05	COPIER TONERS	8.63	N
				17.26	
CENTRAL BASIN MWD	HPNOV13	681-8030-461.41-00	NOV 13 WATER SERVICE CHRG	135,623.06	Y
				135,623.06	
CENTRAL FORD	222589	741-8060-431.43-20	UNIT# 199 INDICATOR	20.22	N
	221482	741-8060-431.43-20	UNIT# 903 HOUSING	53.48	N
				73.70	

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CHRISTINA ARREDONDO	41728	111-0000-228.20-00	REFUND- FACILITY DEPOSIT	500.00	N
				500.00	
CITY OF HUNTINGTON PARK - DENTAL	PPE 12/22/2013	746-0000-217.50-20	CITY OF HP- DENTAL	1,639.00	N
				1,639.00	
CITY OF HUNTINGTON PARK - STANDARD	PPE 12/22/2013	802-0000-217.50-70	CITY OF HP-ADD LIFE INS	1,207.43	N
				1,207.43	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 12/22/2013	802-0000-217.30-30	SECTION 125	287.49	Y
				287.49	
CITY OF HUNTINGTON PARK GEA	PPE 12/22/2013	802-0000-217.60-10	PRE PAID LEGAL SERVICES	146.95	Y
				146.95	
CLARY BUSINESS MACHINES	87257	227-7096-421.74-10	WHITEBOARD/PROJECTOR	2,995.91	N
				2,995.91	
CLINICAL LAB OF SAN BERNARDINO, INC	932444	681-8030-461.56-41	NOV 13 WATER SAMPLE TEST	507.25	N
				507.25	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 12/22/2013	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	2,239.01	Y
				2,239.01	
COMPUTERIZED FLEET ANALYSIS, INC.	12279	741-8060-431.43-20	CFA WIN7 BASIC SERVICE	595.00	N
				595.00	

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COMSERCO, INC.	67391	741-8060-431.56-41	DEC 13 RADIO MAINTENANCE	140.00	N
	67392	741-8060-431.56-41	DEC 13 RADIO MAINTENANCE	1,002.00	N
	67346	741-8060-431.43-20	PD CIRCUIT BOARD REPAIRS	20.00	N
	67481	111-7010-421.61-20	RADIO REPROGRAMMING	155.00	N
				1,317.00	
COUNTY OF L.A. PUBLIC LIBRARY	OCT-DEC 2013	239-5210-463.57-86	KID'S AFTERSCHOOL PROGRAM	1,232.69	N
				1,232.69	
CROSSROADS SOFTWARE	6081A	111-7022-421.61-29	COLLISION DATABASE UPDATE	2,900.00	N
				2,900.00	
DATAFONE COMMUNICATIONS	21970	111-9010-419.53-10	PROFESSIONAL SERVICES	290.44	N
				290.44	
DATAPROSE, INC.	748937	681-3022-415.56-41	NOV 13 BILLING CYCLES	1,482.83	N
	748937	681-3022-415.53-20	NOV 13 POSTAGE CYCLES	1,876.69	N
	748937	286-8050-432.54-00	NOV 13 SPECIAL INSERTS	125.46	N
				3,484.98	
DAVID EVANS AND ASSOCIATES, INC.	338781	212-6010-451.73-10	SLT PK ARCHITECT SERVICES	2,252.39	N
				2,252.39	
DE LAGE LANDEN	20408735	111-7010-421.44-10	DEC 13 COPIER LEASE PYMNT	685.56	N
				685.56	
DEPARTMENT OF JUSTICE	005156	111-7030-421.56-41	NOV 13 FINGERPRINT APPS	256.00	N
				256.00	

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DEPT OF TOXIC SUBSTANCE CONTROL	201310679	741-8060-431.43-20	ANNUAL EPA VERIFICATION	222.50	N
				222.50	
DONALD H. MAYNOR	DHM 6290	111-3013-415.56-41	OCT-DEC 13 UUT PROGRAM	1,585.79	N
				1,585.79	
DUNCAN PARKING TECHNOLOGIES	INV015389	231-7060-421.61-20	LIBERTY METER AUTOTRAX	391.00	N
				391.00	
ENTERPRISE FM TRUST	FBN2467470	229-7010-421.74-10	CAR LEASE PAYMENT	785.35	N
				785.35	
ENVIRONMENTAL SERVICES COMPANY	1198	741-8060-431.43-20	ONSITE BULK WASTE SRVCS	440.00	N
				440.00	
EWING IRRIGATION PRODUCTS, INC.	7301318	535-6090-452.61-20	IRRIGATION SPRINKLERS	801.90	N
				801.90	
F&A FEDERAL CREDIT UNION	PPE 12/22/2013	802-0000-217.60-40	F & A CREDIT UNION	21,210.18	N
				21,210.18	
FACTORY MOTOR PARTS CO.	12-1646292	741-8060-431.43-20	BXT-65-850 MOTOR BATTERY	680.91	N
	25-764059	741-8060-431.43-20	FAN CONTROLLER UNIT # 911	119.55	N
	12-1641036	741-8060-431.43-20	INTAKE MANIFOLD	248.88	N
				1,049.34	
FAIR HOUSING FOUNDATION	NOVEMBER 2013	239-5210-463.57-87	HOUSING RIGHTS COUNSELING	753.43	N

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				753.43	
FRANKIE VALLE	DECEMBER 2013	111-7022-421.61-24	PARKING REIMBURSEMENT	50.50	N
				50.50	
GABRIEL ALPIZAR	1/26-1/27/2014	111-7010-421.59-10	PER DIEM	100.00	N
				100.00	
GALLS	BC0040313	111-7010-421.61-20	PD TACT SQUAD SHIRTS	103.51	N
				103.51	
GARY M. ROGERS	9/16-11/25/2013	111-6040-451.61-35	SOFTBALL UMPIRE	52.00	N
				52.00	
GATEWAY CITIES COUNCIL OF	2013-2014	111-8010-431.56-41	COORDINATED MONITOR PLN	2,151.25	N
				2,151.25	
GOODYEAR TIRE & RUBBER COMPANY	902003997	741-8060-431.43-20	TEN RS-A TIRES	1,194.59	N
				1,194.59	
GRAFFITI PROTECTIVE COATINGS INC.	2205-1113	111-8095-431.56-75	NOV13 PARK GRAFFITI RMVL	6,175.00	N
	1005-1113	111-8095-431.56-75	NOV 13 GRAFFITI REMOVAL	20,521.10	N
	1005-1113	239-8095-431.56-75	NOV 13 GRAFFITI REMOVAL	4,666.66	N
	3326-1113	220-8070-431.56-41	NOV 13 BUS STOP MAINT	6,151.86	N
				37,514.62	
GRAINGER	9317703909	111-8022-419.43-10	SPRAY DEODORANT	148.13	N
	9308984393	232-5010-419.73-10	INFRASTRUCTURE EQUIPMENT	631.17	N

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				779.30	
H P OFFICE SUPPLIES	365241	111-6020-451.61-35	OFFICE SUPPLIES	19.61	N
				19.61	
HERNANDEZ SIGNS, INC.	13163	111-6020-451.61-35	BANNER	115.00	N
				115.00	
HUNTINGTON PARK CAR WASH	NOVEMBER 2013	741-8060-431.43-20	CITY CAR WASH SERVICES	625.00	N
				625.00	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 12/22/2013	802-0000-217.60-10	POLICE MANAGEMENT DUES	140.00	Y
				140.00	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 12/22/2013	802-0000-217.60-10	POLICE OFFICER ASSN DUES	4,344.57	Y
	PPE 2/3/2013	802-0000-217.60-10	POLICE OFFICER ASSN DUES	4,532.05	Y
				8,876.62	
HYUNDAI MOTOR FINANCE	DECEMBER 2013	111-0210-413.15-50	CITY CAR LEASE PAYMENT	576.33	Y
				576.33	
INDUSTRIAL CONTAINER SERV -CA LLC	51988333	535-6090-452.61-20	55GAL TRASH DRUMS	316.10	N
				316.10	
JDS TANK TESTING & REPAIR INC	5729	741-8060-431.43-20	HEALY HOSE INSTALLATION	663.00	N
				663.00	
JERRY'S AUTO BODY, INC.	28308	741-8060-431.43-20	REAR BUMPER COVER REPAIRS	608.07	N

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				608.07	
JERRYS TRANSMISSION SERVICE	37640	741-8060-431.43-20	TRANSMISSION UNIT #127	1,872.00	N
				1,872.00	
JESSICA PEREZ	12/16/2013	111-6010-451.61-20	PURCHASE REIMBURSEMENT	27.24	N
				27.24	
JESUS E. VERDIELL	1/14-1/16/2014	111-7010-421.59-20	PER DIEM	75.00	N
				75.00	
JOBS AVAILABLE INC	1326011	111-0230-413.54-00	EMPLOYMENT DISPLAY AD	1,086.75	N
				1,086.75	
KAREN WARNER ASSOCIATES	578	239-5060-463.56-41	CDBG/HOME PROGRAM ADMIN	2,304.02	N
	578	242-5098-463.56-41	CDBG/HOME PROGRAM ADMIN	1,360.00	N
	578	246-5098-463.56-41	CDBG/HOME PROGRAM ADMIN	2,344.32	N
				6,008.34	
LA COUNTY SHERIFF'S DEPT	142050WC	111-7022-421.56-41	NOV 13 FOOD SERVICES	1,241.12	N
				1,241.12	
LA RAMOS WELDING	1000	111-8010-431.61-20	WELDING SERVICES	260.00	N
				260.00	
LACMTA	800057432	219-0250-431.58-50	NOV 13 S/D TAP SALES	2,926.00	N
				2,926.00	

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LAW OFFICES OF CARPENTER & ROTHANS	23529	745-9031-413.32-70	NOV 13 LEGAL SERVICES	595.00	N
				595.00	
LB JOHNSON HARDWARE CO #1	660057	111-6022-451.43-10	3V PHOTO BATTERY	45.71	N
	659982	535-6090-452.61-20	2" GAL COUPLING	10.88	N
	659445	535-6090-452.61-20	IRIGATION REDUCER	23.08	N
	659710	535-6090-452.61-20	CLAMP GROUND	10.88	N
	660070	741-8060-431.43-20	1/4 BARB COUPLER	2.17	N
				92.72	
LEAGUE OF CALIFORNIA CITIES	55276	111-0230-413.54-00	CITY ATTORNEY DISPLAY AD	1,400.00	N
				1,400.00	
LEONEL SANCHEZ	43401	111-0000-228.20-00	REFUND- FACILITY DEPOSIT	500.00	N
				500.00	
LETICIA NAVARRO	39871	111-0000-228.20-00	REFUND- FACILITY DEPOSIT	500.00	N
				500.00	
LGP EQUIPMENT RENTALS INC	31691	535-6090-452.61-20	ROTARY TILLER RENTAL	205.70	N
	31755	535-6090-452.61-20	36" WALK BEHIND TRENCHER	102.85	N
				308.55	
LIRA BROS, INC.	#HP-03	111-6020-451.61-35	TINY TOT PROGRAM SWEATERS	770.50	N
				770.50	
LITTLE TRATORIA	12/19/2013	111-0230-413.64-00	CATERING SERVICES	1,500.00	Y
				1,500.00	

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LONG BEACH BMW	95749	741-8060-431.43-20	EXHAUST CLAMP/ OIL	65.69	N
				65.69	
LOS ANGELES COUNTY POLICE CHIEF ASN	2014	111-7010-421.64-00	ANNUAL DUES- J. CISNEROS	500.00	N
				500.00	
LOS ANGELES TIMES	12/4/13-1/14/14	239-5060-463.61-20	Acct # 010002063785	42.00	N
				42.00	
LPS PIRT DIVISION	LA00037399	242-5050-463.57-30	NOTICE OF COMPLETION	18.00	N
				18.00	
LUIS CAMPA	43603	111-0000-347.20-00	REFUND- BASKET BALL 7-9	55.00	N
				55.00	
LYNBERG & WATKINS APC	1745913	745-9031-413.32-70	NOV 13 LEGAL SERVICES	3,160.02	N
				3,160.02	
MAG SWEEPING, INC.	DECEMBER 2013	111-8010-431.56-41	STREET SWEEPING SERVICES	55,663.55	N
	DECEMBER 2013	220-8070-431.56-41	STREET SWEEPING SERVICES	4,203.33	N
	DECEMBER 2013	220-8010-431.56-41	STREET SWEEPING SERVICES	2,333.33	N
	DECEMBER 2013	231-3024-415.56-41	STREET SWEEPING SERVICES	8,333.33	N
	DECEMBER 2013	533-5020-463.56-41	STREET SWEEPING SERVICES	3,333.33	N
				73,866.87	
MANAGED HEALTH NETWORK	32000002581	746-0213-413.52-30	DEC 13 HEALTH PREMIUM	1,504.16	N
				1,504.16	

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MANNING & KASS, ELLROD, RAMIREZ,	361909	745-9031-413.32-70	NOV 13 LEGAL SERVICES	23,278.93	N
				23,278.93	
MANUEL ACOSTA	230637	239-5035-465.64-00	ICSC MEMBER REIMBURSEMENT	100.00	N
				100.00	
MARCO MERAZ	44962	111-0000-228.20-00	REFUND- FACILITY DEPOSIT	500.00	N
				500.00	
MARIA INES GUZMAN	39648	111-0000-228.20-00	REFUND- FACILITY DEPOSIT	500.00	N
				500.00	
MARIA MARTINEZ	14259	533-0000-318.40-00	BID REFUND	46.12	N
				46.12	
MARIVEL OROZCO	44744	111-0000-228.20-00	REFUND- FACILITY DEPOSIT	500.00	N
				500.00	
METALCLAD INSULATION CORPORATION	26799R	246-5098-463.73-10	RETAINAGE PAYMENT-LEAD	1,161.00	N
	26800R	246-5098-463.73-10	RETAINAGE PAYMENT-HEALTHY	25.00	N
	27045	246-5098-463.73-10	LEAD BASE HAZARD PROGRAM	27,801.00	N
				28,987.00	
MICHAEL CHEE	10	111-0210-413.56-41	NOV 13 PA/PIO SUPPORT	450.00	N
	10	286-8050-432.54-00	2013 WINTER NEWSLETTER	1,148.31	N
	10	239-5030-465.54-00	2013 WINTER NEWSLETTER	949.80	N
	10	111-9010-419.61-20	2013 WINTER NEWSLETTER	2,650.89	N

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				5,199.00	
MUNISERVICES, LLC	0000032500	111-3013-415.56-41	UUT -FIXED FEE OCT-DEC 13	4,757.36	N
				4,757.36	
NAPA PARTS WHOLESALE	057630	741-8060-431.43-20	OIL FILTER	75.54	N
	058806	741-8060-431.43-20	CANISTER PURGE VALVE	169.32	N
	055579	741-8060-431.43-20	OIL COOLER CONNECTOR	30.21	N
	055554	741-8060-431.43-20	BRAKE DISC PADS	433.14	N
	054724	741-8060-431.43-20	CREDIT MEMO # 53617	-60.56	N
	055616	741-8060-431.43-20	BRAKE DISC HARDWARE KIT	98.79	N
	056641	741-8060-431.43-20	A/C CONDENSOR	144.65	N
				891.09	
NATION WIDE RETIREMENT SOLUTIONS	PPE 12/22/2013	802-0000-217.40-10	DEFERRED COMP	20,823.48	N
				20,823.48	
NATIONAL CONSTRUCTION RENTALS INC	3783746	212-6010-451.73-10	6FT TEMP PANELS RENTAL	354.00	N
				354.00	
NETWORK INNOVATION ASSOCIATES	10208	150-7075-429.57-73	ESCN VOIP PHONE SERVICE	5,004.00	N
				5,004.00	
NORTH STAR GRAPHICS	8132	741-8060-431.43-20	HP REFLECTIVE GRAPHICS	87.20	N
				87.20	
O'REILLY AUTO PARTS	2959-172050	741-8060-431.43-20	CONDENSOR	157.35	N
	2959-172129	741-8060-431.43-20	CONDENSOR CREDIT MEMO	-157.35	N

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O'REILLY AUTO PARTS	2959-171983	741-8060-431.43-20	BATTERY	107.21	N
	2959-175034	741-8060-431.43-20	MICRO V-BELT	21.63	N
	2959-177611	741-8060-431.43-20	CAP WHEEL	112.06	N
				240.90	
OEM AUTO PAINT SUPPLIES	65704	221-8012-429.61-20	YELLOW SAFETY PAINT	196.20	N
				196.20	
OPPORTUNITIES FOR LEARNING	44735	111-0000-228.20-00	REFUND- FACILTY DEPOSIT	400.00	N
				400.00	
PACIFIC ALTERNATORS	3916	741-8060-431.43-20	ALTERNATOR UNIT # 906	125.00	N
	3862	741-8060-431.43-20	ALTERNATOR	105.00	N
				230.00	
PARS	27423	217-0230-413.56-41	PARS TRUST REP FEES	2,000.00	N
	27555	111-9010-419.56-41	NOV 13 PARS ARS FEES	341.66	N
				2,341.66	
PEGGY FONSECA	12/11-12/12/13	239-7055-424.59-10	MILEAGE REIMBURSEMENT	47.35	N
				47.35	
PENSKE CHEVROLET	157581	741-8060-431.43-20	CONNECTORS	17.44	N
				17.44	
PERFORMANCE NURSERY	151359	535-6090-452.61-20	6 IN POINSETTA PLANTS	332.45	N
				332.45	

CITY OF HUNTINGTON PARK

Date: 12/30/2013

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
PITNEY BOWES GLOBAL FINANCIAL	8318107-DC13	111-9010-419.44-10	MAILING SYSTEM RENTAL	1,273.37	N
				1,273.37	
POLICE EXECUTIVE RESEARCH FORUM	2014	111-7010-421.64-00	PERF GENERAL MEMBER DUES	300.00	N
				300.00	
PORTO VILLAGE PIZZA	1253	111-7022-421.13-01	DUI CHECKPOINT FOOD	120.00	N
				120.00	
PRESS TELEGRAM CLASSIFIED	10443431	111-5010-419.54-00	ORDINANCE PUBLICATION	394.25	N
				394.25	
PUBLIC SAFETY TRAINING CONSULTANTS	15394	111-7010-421.59-20	REGISTRATION - J. ALMANZA	110.00	N
				110.00	
RICHARDS, WATSON, & GERSHON	189063	242-5060-463.56-41	MAR 13 LEGAL SERVICES	20.00	N
	189062	242-5060-463.56-41	FEB 13 LEGAL SERVICES	760.00	N
				780.00	
ROADLINE PRODUCTS INC	10280	221-8012-429.61-20	WHITE PAINT	1,847.73	N
	10281	221-8012-429.61-20	WHITE PAINT	669.00	N
				2,516.73	
ROBERT MOLINA	11/18/2013	111-6040-451.61-35	MENS SOFTBALL UMPIRE	26.00	N
				26.00	
ROBERT PIXTON PLUMBING	12102013	535-6090-452.61-20	BACKFLOW DEVICE INSPECT	237.50	N
				237.50	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SHELL FLEET PLUS	79043758312	741-8060-431.62-30	CITY FUEL PURCHASE	680.65	Y
				680.65	
SMART & FINAL	193482	111-6020-451.61-35	FOOD SUPPLIES	18.76	N
				18.76	
SOUTHERN CALIFORNIA EDISON	10/30-12/2/2013	111-6022-451.62-10	Acct # 2-01-854-7232	28.77	N
	10/30-12/2/2013	535-8016-431.62-10	Acct # 2-29-179-3933	319.65	N
	10/30-12/3/2013	535-8016-431.62-10	Acct # 2-29-265-1346	105.69	N
	10/30-12/2/2013	535-8016-431.62-10	Acct # 2-29-265-1361	135.21	N
	10/30-12/2/2013	535-8016-431.62-10	Acct # 2-29-265-1551	190.13	N
	10/30-12/3/2013	535-8016-431.62-10	Acct # 2-29-519-1068	190.73	N
	11/1-12/4/2013	535-8016-431.62-10	Acct # 2-03-684-7622	49.21	N
	11/1-12/1/2013	535-8016-431.62-10	Acct # 2-01-854-8206	17.94	N
	11/1-12/4/2013	535-8016-431.62-10	Acct # 2-01-854-8958	29.47	N
	11/1-12/4/2013	535-8016-431.62-10	Acct # 2-01-854-9170	28.76	N
	11/1-12/1/2013	535-8016-431.62-10	Acct # 2-01-855-1648	35.89	N
	10/31-12/3/2013	535-8016-431.62-10	Acct # 2-01-855-2976	586.04	N
	10/31-12/3/2013	535-8016-431.62-10	Acct # 2-01-855-3073	218.50	N
	11/1-12/1/2013	535-8016-431.62-10	Acct # 2-23-307-1521	42.61	N
	10/31-12/3/2013	535-8016-431.62-10	Acct # 2-23-626-6821	28.91	N
	10/31-12/3/2013	535-8016-431.62-10	Acct # 2-29-179-3396	411.18	N
	11/1-12/4/2013	535-8016-431.62-10	Acct # 2-29-179-4006	74.41	N
	11/4-12/5/2013	535-8016-431.62-10	Acct # 2-29-265-1189	17.08	N
	11/4-12/5/2013	535-8016-431.62-10	Acct # 2-32-117-2827	491.00	N
	10/31-12/3/2013	231-3024-415.62-10	Acct # 2-18-373-3120	472.68	N
	11/4-12/5/2013	111-7020-421.62-10	Acct # 2-11-903-2886	3,714.82	N
	11/1-12/4/2013	111-7020-421.62-10	Acct # 2-34-282-3044	95.68	N

CITY OF HUNTINGTON PARK

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SOUTHERN CALIFORNIA EDISON	10/31-12/3/2013	221-8014-429.62-10	Acct # 2-01-854-8529	49.83	N
	10/31-12/3/2013	221-8014-429.62-10	Acct # 2-23-626-6854	181.24	N
	10/31-12/3/2013	221-8014-429.62-10	Acct # 2-33-807-1848	87.70	N
	10/30-12/2/2013	681-8030-461.62-20	Acct # 2-01-854-7307	1,094.62	N
	10/30-12/2/2013	681-8030-461.62-20	Acct # 2-01-854-7885	29.94	N
	10/31-12/3/2013	681-8030-461.62-20	Acct # 2-01-854-8644	3,743.69	N
	11/4-12/5/2013	681-8030-461.62-20	Acct # 2-01-854-7638	590.30	N
	11/4-12/5/2013	111-8022-419.62-10	Acct # 2-01-854-7638	252.99	N
	11/4-12/5/2013	111-8022-419.62-10	Acct # 2-01-854-7661	760.41	N
	11/4-12/5/2013	681-8030-461.62-20	Acct # 2-01-854-7661	760.41	N
	11/1-12/4/2013	111-6022-451.62-10	Acct # 2-01-854-9089	27.79	N
	11/6-12/9/2013	111-6022-451.62-10	Acct # 2-01-854-7489	28.08	N
	11/7-12/10/2013	111-6022-451.62-10	Acct # 2-32-564-3120	31.25	N
	11/4-12/5/2013	221-8014-429.62-10	Acct # 2-15-895-7720	3,243.00	N
	10/28-12/4/2013	535-8016-431.62-10	Acct # 2-15-735-6825	1,792.39	N
	10/28-12/4/2013	231-3024-415.62-10	Acct # 2-15-735-6825	335.76	N
	11/8-12/11/2013	535-8016-431.62-10	Acct # 2-29-179-3487	191.47	N
	11/8-12/11/2013	535-8016-431.62-10	Acct # 2-29-179-3537	151.03	N
	11/8-12/11/2013	535-8016-431.62-10	Acct # 2-29-179-3610	133.31	N
	11/8-12/11/2013	535-8016-431.62-10	Acct # 2-29-179-3792	166.20	N
	11/6-12/9/2013	535-8016-431.62-10	Acct # 2-07-717-3938	695.70	N
	11/6-12/9/2013	535-8016-431.62-10	Acct # 2-29-179-3206	139.59	N
	11/7-12/10/2013	535-8016-431.62-10	Acct # 2-29-179-3594	171.95	N
	11/6-12/9/2013	535-8016-431.62-10	Acct # 2-29-179-3651	123.56	N
	11/6-12/9/2013	535-8016-431.62-10	Acct # 2-29-179-3677	111.70	N
	11/7-12/10/2013	535-8016-431.62-10	Acct # 2-29-179-3750	150.55	N
	11/6-12/9/2013	535-8016-431.62-10	Acct # 2-29-179-3909	83.80	N
	11/6-12/9/2013	535-8016-431.62-10	Acct # 2-29-179-3974	200.51	N
	11/1-12/1/2013	535-8016-431.62-10	Acct # 2-15-735-6858	5,638.32	N

CITY OF HUNTINGTON PARK

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				28,251.45	
SOUTHERN CALIFORNIA TENNIS	01054	111-0000-347.50-00	LA84 SUMMER PROGRAM	310.00	N
				310.00	
SPARKLETTS	4532412121213	111-1010-411.61-20	11/25-12/10/13 WATER DLVR	27.39	N
				27.39	
STACY MEDICAL CENTER	3160-35337	111-7022-421.56-15	CUSTODY EXAMINATION	3,015.67	N
				3,015.67	
STATE WATER RESOURCES CONTROL	WD-0088227	111-8010-431.56-41	ANNL WASTE DISCHARGE FEE	23,982.00	N
	WD-0092570	283-8040-432.56-41	SEWER WASTE DISCHARGE FEE	10,405.00	N
				34,387.00	
SUNGARD PUBLIC SECTOR INC.	75052	111-0230-413.43-05	JAN 14 ASP SERVICE BUREAU	639.75	N
	75052	111-3010-415.43-05	JAN 14 ASP SERVICE BUREAU	1,368.00	N
	75052	111-3011-419.43-05	JAN 14 ASP SERVICE BUREAU	3,890.75	N
	75052	111-6010-451.43-05	JAN 14 ASP SERVICE BUREAU	302.00	N
	75052	111-7010-421.43-05	JAN 14 ASP SERVICE BUREAU	117.50	N
	75052	681-3022-415.43-05	JAN 14 ASP SERVICE BUREAU	3,106.00	N
				9,424.00	
SUSAN SAXE CLIFFORD PHD	13-1211-5	111-7010-421.56-41	PSYCHOLOGICAL EVALUATION	450.00	N
	13-1203-1	111-7010-421.56-41	PSYCHOLOGICAL EVALUATION	450.00	N
				900.00	
T-MOBILE USA	758325	111-7030-421.61-20	TEXT MESSAGE RETRIVAL	100.00	N

CITY OF HUNTINGTON PARK

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				100.00	
TELEPACIFIC COMMUNICATIONS	51829693-0	111-7010-421.53-10	CITY INTERNET SERVICE	548.57	Y
	51829693-0	111-9010-419.53-10	CITY INTERNET SERVICE	1,162.70	Y
				1,711.27	
THE MARPA GROUP	1/7/2014	111-7010-421.59-10	REGISTRATION- G. ALPIZAR	100.00	N
	1/7/2014	111-7010-421.59-10	REGISTRATION- E. COBIAN	100.00	N
				200.00	
TRAFFIC WORKS INC	1470	111-0000-321.10-00	OVERPAYMENT REFUND	412.40	N
				412.40	
TREE OF LIFE NURSERY	52981	212-6010-451.73-10	ASSORTED PLANTS FOR TRAIL	5,430.43	N
				5,430.43	
TRITECH SOFTWARE SYSTEMS	99430	111-7022-421.61-27	JAIL GLOVES	1,595.36	N
				1,595.36	
TRUGREEN LANDCARE	7623548	535-6090-452.56-60	NOV 13 CITY GROUND MAINT	12,337.17	N
	7623548	231-3024-415.56-41	NOV 13 CITY GROUND MAINT	2,250.00	N
	7623548	111-8095-431.56-60	NOV 13 CITY GROUND MAINT	17,010.69	N
				31,597.86	
TYCO INTEGRATED SECURITY	08006217	111-6022-451.56-41	NOV 13 ALARM SERVICES	66.67	N
	20663589	111-8022-419.56-41	JAN-MAR 14 ALARM SERVICES	1,193.40	N
	20663602	111-6022-451.56-41	JAN-MAR 14 ALARM SERVICES	316.07	N
	20663601	111-6022-451.56-41	JAN-MAR 14 ALARM SERVICES	235.72	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
TYCO INTEGRATED SECURITY	05913772	111-6022-451.56-41	OCT-DEC 13 ALARM SERVICES	239.26	N
				2,051.12	
U.S. BANK	PPE 12/22/2013	802-0000-217.30-20	PARS PART-TIME	1,500.53	Y
	PPE 12/22/2013	802-0000-217.30-20	CITY OF HP-PARS EMPLOYEE	3,538.05	Y
	PPE 12/22/2013	802-0000-218.10-05	CITY OF HP- PARS EMPLOYER	12,548.31	Y
	PPE 12/22/2013	802-0000-218.10-05	CITY OF HP- PARS REP	3,275.00	Y
				20,861.89	
U.S. HEALTH WORKS	2406295-CA	111-7022-421.56-41	BLOOD ALCOHOL COLLECTION	25.00	N
				25.00	
UNDERGROUND SERVICE ALERT OF SO CAL	1120130126	111-8010-431.56-41	UNDERGROUND DIG ALERT	129.00	N
	1120130126	111-8010-431.56-41	UNDERGROUND DIG ALERT	186.00	N
				315.00	
UNIFIED NUTRIMEALS	0224114-IN	111-6055-451.57-42	YOUTH NUTRITION PROGRAM	1,450.80	N
				1,450.80	
UNIONPRINT	7	111-6020-451.61-35	PROMOTIONAL FLYERS	192.00	N
				192.00	
UNITED WAY OF GREATER	PPE 12/22/2013	802-0000-217.60-20	UNITED WAY	5.00	Y
				5.00	
UPS	0000F911X6483	111-7010-421.61-20	UPS SHIPPING CHARGES	29.56	N
				29.56	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
URQUID LINEN	25070	111-6020-451.61-35	SENIOR PROGRAM SUPPLIES	312.83	N
				312.83	
VICTA'S BRIDAL AND TUXEDO	0016833	533-0000-318.40-00	BID REFUND	185.92	N
				185.92	
VICTORY POLICE MOTORCYCLES	1006	225-7010-421.74-10	2 TRAFFIC MOTORCYCLES	85,829.84	N
				85,829.84	
VISION SERVICE PLAN-CA	JANUARY 2014	746-0215-413.52-40	EMPLOYEE VISION BENEFITS	4,546.00	N
	JANUARY 2014	746-0215-413.52-40	EMPLOYEE VISION BENEFITS	58.26	N
				4,604.26	
WATER REPLENISHMENT DISTRICT OF	OCTOBER 2013	681-8030-461.41-00	GROUNDWATER ASSESSMENT	70,384.84	Y
				70,384.84	
WELLS FARGO BANK-FIT	PPE 12/22/2013	802-0000-217.20-10	WELLS FARGO BANK- FIT	52,779.21	N
	PPE 12/22/2013	802-0000-217.20-10	WELLS FARGO BANK-FIT	2,438.00	N
				55,217.21	
WELLS FARGO BANK-MEDICARE	PPE 12/22/2013	802-0000-217.10-10	WELLS FARGO BANK-MEDICARE	7,197.62	N
	PPE 12/22/2013	802-0000-217.10-10	WELLS FARGO BANK-MEDICARE	629.68	N
				7,827.30	
WELLS FARGO BANK-SIT	PPE 12/22/2013	802-0000-217.20-20	WELLS FARGO BANK- SIT	18,970.54	N
	PPE 12/22/2013	802-0000-217.20-20	WELLS FARGO BANK-SIT	938.10	N
				19,908.64	

CITY OF HUNTINGTON PARK

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WEST GOVERNMENT SERVICES	828542012	111-7030-421.56-41	NOV 13 WEST INFORMATION	416.59	N
				416.59	
WESTERN EXTERMINATOR COMPANY	1768477	111-6022-451.56-41	NOV 13 EXTERMINATOR SRVCS	38.00	N
	1768477	111-8020-431.56-41	NOV 13 EXTERMINATOR SRVCS	59.00	N
	1768477	111-8022-419.56-41	NOV 13 EXTERMINATOR SRVCS	43.00	N
				140.00	
WINNER INTERNATIONAL, INC.	SOIN057265	111-7022-421.61-24	PD STEERING WHL LOCK	1,000.00	N
				1,000.00	
Grand Total				1,310,335.88	

CITY OF HUNTINGTON PARK

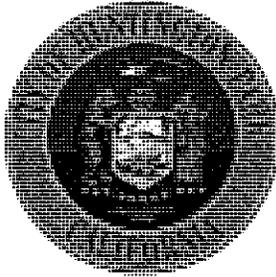
WARRANT REGISTER

1/6/2014

SALARY CHARGES OF EMPLOYEES: PAY PERIOD ENDING

PPE 12/22/2013

<u>FUND</u>	<u>FUND DESCRIPTION</u>	<u>AMOUNT</u>
111	GENERAL FUND	520,339.50
212	P & R GRANTS	
216	EMPLOYEE RETIREMENT FUND	
219	SALES TAX-TRANSIT FUND - A	4,924.25
220	SALES TAX-TRANSIT FUND - C	4,663.46
221	STATE GASOLINE TAX FUND	29,814.90
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	
231	PARKING SYSTEM FUND	6,729.28
232	ART IN PUBLIC PLACES FUND	
239	FEDERAL CDBG FUND	16,413.85
242	HUD HOME PROGRAM	7,148.78
246	PROPERTY REHABILITATION	
283	SEWER MAINTENANCE FUND	421.10
285	SOLID WASTE MANAGEMENT FUND	3,470.80
286	ILLEGAL DISPOSAL ABATEMENT	
287	SOLID WASTE RECYLCE GRANT	
334	PED/BIKE PATH FUND	
335	ENERGY EFFICIENT GRANT	
349	CAPITAL IMPROVEMENT FUND	
533	BUSINESS IMPROVEMENT DISTRICT FUND	
535	STREET LT & LDSCPE ASSMT FUND	
681	WATER DEPARTMENT FUND	10,912.40
741	FLEET MAINTAINENCE FUND	9,125.54
745	RISK MANAGEMENT FUND	4,435.67
746	EMPLOYEE BENEFIT FUND	6,259.36
	GRAND TOTAL	<u><u>624,658.89</u></u>



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

January 6, 2014

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

Dear Mayor and Members of the City Council:

ORDINANCE APPROVING AND EXTENDING AN EXISTING FRANCHISE TO EXXONMOBIL OIL CORPORATION FOR USE AND MAINTENANCE OF A PIPELINE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Consider all public testimony and staff's analysis; and
3. Approve the First Reading of an Ordinance approving and extending for a period of 10 years an existing franchise to ExxonMobil Oil Corporation for use and maintenance of an existing underground pipeline.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 3, 1984, by Ordinance No. 353-NS, the City of Huntington Park granted a franchise to the ExxonMobil Oil Corporation for the operation of a 12-inch oil pipeline stretching approximately one mile along the easterly forty feet of Santa Fe Avenue. The ordinance defined the terms and conditions of the franchise including franchise fees, roles and responsibilities of each party, and administrative requirements. The term of the franchise was 10 years.

On December 20, 1993, by Ordinance No. 535-NS, the City extended this franchise for a 10-year period and on November 17, 2003, by Ordinance No. 716-NS, the City extended it for an additional 10-year period, which is set to expire December 17, 2013.

Pursuant to State law, on December 16, 2013 the City Council adopted Resolution No. 2013-56 declaring the City Council's intent to grant the franchise extension and setting a public hearing date of January 6, 2014 for the First Reading of the ordinance that would extend the franchise.

ORDINANCE APPROVING AND EXTENDING AN EXISTING FRANCHISE TO
EXXONMOBIL OIL CORPORATION FOR USE AND MAINTENANCE OF A PIPELINE
January 6, 2014
Page 2 of 2

The recommended ordinance will extend the franchise for a 10-year period which will expire on December 18, 2023. The terms and conditions of the existing franchise will remain in full effect, except that the annual fee schedule to be paid by ExxonMobil to the City has been adjusted by the Consumer Price Index (CPI) to bring it current. The annual fee is adjusted each year by the CPI, except that the fee adjustment cannot result in a decrease. In the event payment is not made, the franchise will be forfeited.

FISCAL IMPACT/FINANCING

The recommended ordinance includes an updated franchise fee schedule for the annual payment by ExxonMobil to the City. The updated schedule will result in revenue to the General Fund in the amount of \$14,704 for FY 2013-14 and will be adjusted annually by the CPI. The ordinance requires payment on the first day of April each and every calendar year during the term of the franchise.

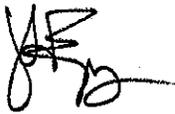
CONCLUSION

Based on the aforementioned, staff recommends that the City Council approve the First Reading of the proposed ordinance. If approved, the Second Reading and final adoption will be scheduled for a subsequent City Council meeting.

Respectfully submitted,



RENÉ BOBADILLA, P.E.
City Manager



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

ATTACHMENT

A: Proposed City Council Ordinance

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

Proposed City Council Ordinance

1 extended and in full force and effect, except as otherwise amended herein.

2
3 Section 2. Section 2 of Ordinance No. 535-NS, as amended by Ordinance No. 716-NS,
4 is hereby amended and shall now read as follows:

5 “The franchise, privilege and right is hereby granted to the ExxonMobil Oil Corporation, a
6 corporation organized and existing under and by virtue of the State of New York, its successors
7 and assigns, for a period of ten years, commencing December 17, 2013 and ending December 18,
8 2023, from and after the date of the adoption of this Ordinance, to continue to maintain a certain
9 twelve (12”) inch pipeline and no others, and to operate, maintain, use, repair, replace and/or
10 remove said pipeline, together with all valves, fittings, manholes, service connections,
11 appurtenances, and equipment as the Grantee, its successors and assigns, may deem necessary or
12 convenient, in, under and along the easterly forty (40’) feet of Santa Fe Avenue, within the City
13 limits, together with the right to carry, transport, convey and conduct oil, petroleum, gas, gasoline,
14 water and other substances in and through said facilities.”

15
16 Section 3. Section 4 of Ordinance No. 535-NS is hereby amended and shall now read
17 as follows:

18 “The Grantee shall, during the extended life of this franchise, pay to the City an annual fee
19 consistent with the provisions set forth in Section 6231.5 of the California Public Utilities Code, as
20 follows:

- 21
22 A. The length of pipe expressed in feet located within the franchised area shall be
23 multiplied by the applicable base rate, as adjusted pursuant to subsection B herein,
24 in accordance with the following schedule:

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Pipe size
(internal diameter in inches) Base rate per linear foot

0-4	\$0.112
6	\$0.168
8	\$0.224
10	\$0.279
12	\$0.335
14	\$0.391
16	\$0.447
18	\$0.503
20	\$0.559
22	\$0.615
24	\$0.671
26	\$0.726
28	\$0.782
30	\$0.838

For pipelines with an internal diameter not listed above, the fees shall be in the same proportion of the fees of a 12-inch diameter pipe as the diameter of the unlisted pipe is to 12 inches.

B. The annual payment for each lineal foot of pipeline shall be computed and revised each calendar year as follows:

- (1) The applicable base rate shall be multiplied by the Consumer Price Index (1982-84=100), all items, for the Los Angeles, Riverside, Orange County, California areas, as published by the United States Department of Labor, Office of Information for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for September, 2013, which is specified to be 239.611. Under no circumstance shall the multiplying factor be less than one.
- (2) If the United States Department of Labor, Office of Information discontinues the preparation or publication of a Consumer Price Index for the area, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of September 2013, the municipality shall prescribe a rate of payment which shall, in its judgment, vary from the rates specified in this section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in September 2013. On this point, the determination by the municipality shall be final and conclusive.

1 C. Said annual payment shall be made on or before the first day of April of each and
2 every calendar year during the term hereof, beginning as of the effective day of the
3 ordinance granting this franchise, for the twelve-month fiscal period ending
4 October 31 of the preceding calendar year.
5

6 Section 4. If any section, subsection, sentence, clause, phrase or portion of this
7 Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of
8 competent jurisdiction, such decision shall not affect the validity of the remaining portions of this
9 Ordinance. The City Council of the City of Huntington Park hereby declares that it would have
10 adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof,
11 irrespective of the fact that any one or more section, subsection, sentence, clause, phrase or portion
12 may be declared invalid or unconstitutional.
13

14 Section 5. This Ordinance shall take effect thirty (30) days after its final passage by
15 the City Council.
16

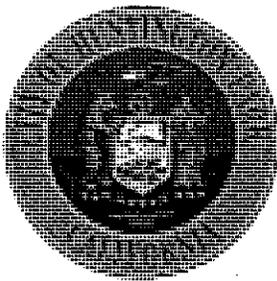
17 Section 6. The City Clerk shall publish this Ordinance within fifteen (15) days of its
18 passage in accordance with Government Code section 36933.
19

20 Section 7. The City Clerk shall certify as to the adoption of this Ordinance.
21

22 PASSED, APPROVED and ADOPTED this _____ day of _____, 2014.
23

24 _____
25 Mario Gomez, Mayor

26 ATTEST:
27 _____
28 Rocio Martinez, Sr. Deputy City Clerk



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

January 6, 2014

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

Dear Mayor and Members of the City Council:

MULTIPLE SPECIAL EVENT PARK USE/FILM PERMIT FOR CALENDAR YEAR 2014 FOR NITRO GROUP

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a Multiple Special Event Park Use/Film Permit for Calendar Year 2014 for Nitro Group.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Nitro Group, the production group which coordinated "LA Academia / TV Azteca Event" at Robert H. Keller Park this past summer, would like to continue its working relationship with the City of Huntington Park.

Nitro Group is requesting the approval of a Multiple-Event Film Permit for calendar year 2014. Nitro Group would like to promote and film twelve events within the City, which will take place at the Civic Center and Salt Lake Park.

The City only has a film permit for a single event. The Nitro Group would like to obtain advance approval of its event series in order to secure funding and performers for this series. The City will co-sponsor these events; therefore, City staff is requesting City Council's prior approval.

The event series will commence on Sunday, February 9, 2014 (Valentine's Day). The tentative theme for this event will be "Song of Love," which will include a Serenade Competition, Love Declaration and a Kissing Contest.

The other days/events are yet to be determined. A preliminary schedule of days and events is provided below:

MULTIPLE-SPECIAL EVENT PARK USE/FILM PERMIT FOR CALENDAR YEAR 2014 FOR NITRO GROUP

January 6, 2014

Page 2 of 3

Preliminary Schedule of Events

- February Valentine's Day
- March Women's Day
- April Easter
- May Mother's Day
- June Children or Father's Day
- July Independence Day
- August Family Weekend
- September Bike Race
- October Halloween
- November Thanksgiving
- December Tree Lighting Ceremony
- January 2015 New Year's / Reyes Magos

The Nitro Group and the City will co-sponsor these events, which are only preliminary. The proposed list includes three defined City events: 4th of July, Tree Lighting, and the Bike Race. The Nitro Group assists in their production, filming, and promotion; this partnership will enable the City to leverage its resources and enable the City to significantly enhance these events.

The Event Series will include Live Presentations, Family Games, Talent Search and Vendor Booths. The Live Presentations (or Mini Concerts) will be in collaboration with Sony Music Latin with renowned bands performing throughout the event. During the Live Presentations, Family Games such as carnival games and prizes for children will be available throughout the venue. Furthermore, Nitro Group will engage in talent search from the local patrons. The talent search will be judged by renowned artists and entertainment professionals, with prizes including entertainment development contracts. The Nitro Group also wants to promote local businesses by offering vendor booths to retail/restaurants/caterers.

FISCAL IMPACT/FINANCING

The Multiple Special Event Park Use/Film Permit is \$280. Since the City will be processing one Multiple-Special Event and Film Permit for the proposed events above, the total fee will be \$280. This process will reduce administrative time and expense to both the City and the applicant. The applicant will also be assessed a single electrical permit, but will be required to conduct an inspection for each event. Finally, during the La Academia event, the Nitro Group provided significant resources and produced a very well-organized event.

CONCLUSION

Upon City Council approval of the Multiple-Special Event/Film Permit, staff will coordinate with Nitro Group to schedule the Valentine's Day event at Robert H. Keller Park.

**MULTIPLE-SPECIAL EVENT PARK USE/FILM PERMIT FOR CALENDAR YEAR
2014 FOR NITRO GROUP**

January 6, 2014

Page 3 of 3

Respectfully submitted,

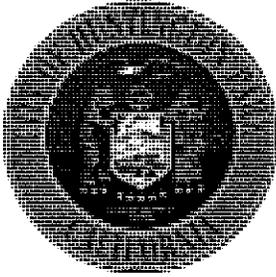


RENÉ BOBADILLA
City Manager, P.E.



JULIO MORALES
Director of Finance

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
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<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK



CITY OF HUNTINGTON PARK

City Attorney
City Council Agenda Report

January 6, 2014

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

Dear Mayor and Members of the City Council:

2014 EMPLOYMENT AGREEMENT FOR THE POSITION OF CITY MANAGER BETWEEN THE CITY OF HUNTINGTON PARK AND RENE BOBADILLA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve the 2014 Employment Agreement with Rene Bobadilla to continue as Huntington Park City Manager.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park ("City") employs Rene Bobadilla as the City's City Manager. Currently, Mr. Bobadilla performs services pursuant to a 2012 Employment Agreement between himself and the City. Mr. Bobadilla's base salary in the proposed new Agreement remains the same as in the current Agreement. The proposed new Agreement between the City and Mr. Bobadilla makes the following changes from the current Agreement:

1. The term of the new Agreement is extended to 5 years from today's date. The current Agreement has a 3 year term that began on September 4, 2012. (Section 1.2)
2. The City will provide Mr. Bobadilla a \$150 monthly stipend for telecommunications/technology that is used in part for performance of City Manager duties. The current Agreement states that the City will provide Mr. Bobadilla with a cell phone. (Section 2.6)
3. Mr. Bobadilla will be entitled to receive, at a minimum, the same benefits and level of benefits provided to other City employees pursuant to an agreement between the City and an employee union. The current Agreement does not contain such a provision. (Section 2.7)

**2014 EMPLOYMENT AGREEMENT FOR THE POSITION OF CITY MANAGER
BETWEEN THE CITY OF HUNTINGTON PARK AND RENE BOBADILLA**

January 6, 2014

Page 2 of 2

- 4. Mr. Bobadilla will be entitled to 18 months severance pay if terminated without cause. The current Agreement provides Mr. Bobadilla with 12 months severance pay for termination without cause. (Section 6.1)

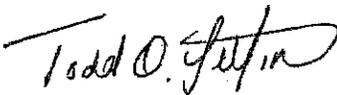
FISCAL IMPACT/FINANCING

Mr. Bobadilla's base salary and basic benefits remain the same, however there are certain financial adjustments as outlined in the changes to the proposed new Agreement.

CONCLUSION

Upon approval by City Council, the Mayor shall execute the Agreement on behalf of the City to continue with the services of Rene Bobadilla as City Manager.

Respectfully submitted,



TODD LITFIN
Interim City Attorney

ATTACHMENTS:

- A. Proposed 2014 Employment Agreement
- B. Redline Version of 2014 Employment Agreement Compared To 2012 Employment Agreement Showing Proposed Changes

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

2014
EMPLOYMENT AGREEMENT
(For the Position of City Manager)

THIS 2014 EMPLOYMENT AGREEMENT ("Agreement") is entered into this 6th day of January 2014, by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and RENE BOBADILLA ("BOBADILLA"), an individual. For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both CITY and BOBADILLA. The capitalized term "Party" may refer to either CITY or BOBADILLA interchangeably and reasonably appropriate.

RECITALS

THIS AGREEMENT is made and entered into in consideration of the following:

WHEREAS, CITY and BOBADILLA previously entered into a 2012 Employment Agreement pertaining to BOBADILLA'S employment with the CITY as City Manager; and

WHEREAS, CITY and BOBADILLA desire to amend the terms by which BOBADILLA serves as the City Manager of CITY ("City Manager"); and

WHEREAS, the City Council finds that BOBADILLA possesses the education, training, experience and expertise necessary to perform the duties of City Manager; and

WHEREAS, the Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code section 53260, et seq.; and

WHEREAS, this Agreement supersedes and replaces in its entirety the 2012 Employment Agreement; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, CITY and BOBADILLA agree as follows:

SECTION 1. POSITION, DUTIES AND TERM.

1.1 POSITION. BOBADILLA accepts employment with CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 (Duties) of this Agreement, below.

1.2 EFFECTIVE DATE OF AGREEMENT/TERM. The effective date of this Agreement shall be January 6, 2014 (hereinafter, the "Effective Date"). This Agreement shall have a term of FIVE (5) years commencing from the Effective Date (hereinafter referred to by the capitalized word "Term"). Upon the expiration of the Term, this Agreement shall continue on a month-to-month basis, subject to all of the terms and conditions set forth in this Agreement, until such time as CITY either executes a new agreement with BOBADILLA or CITY terminates BOBADILLA's employment with CITY.

1.3 EMPLOYMENT WITH CITY "AT-WILL."

A. BOBADILLA's employment status with CITY shall be at-will and BOBADILLA shall serve at the pleasure of the City Council as provided under Government Code Section 36506. BOBADILLA acknowledges, understands and agrees that BOBADILLA may not avail himself of any procedures, provisions or protections set forth under CITY's Employment Policies, as defined herein, in so far as such procedures,

provisions or protections limit, restrict, modify, prohibit or regulate BOBADILLA's status as an "at-will" employee of CITY or the ability of the City Council to terminate BOBADILLA's employment at any time for cause or for convenience. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time (including but not limited to Title II, Chapter 3 (Administration – Officers and Employees) of the Huntington Park Municipal Code and any written employment manual of the CITY which governs, regulates or otherwise relates to employment with CITY). CITY's Employment Policies shall not apply to BOBADILLA in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) BOBADILLA's status as an "at-will" employee of CITY.

- B. Except as otherwise provided under Section 6 (Termination) of this Agreement, BOBADILLA shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate BOBADILLA's employment whether for cause or for convenience.
- C. Nothing in this Agreement shall confer upon BOBADILLA any right to any property interest in continued employment with CITY.

1.4 DUTIES. BOBADILLA shall serve as the City Manager and shall be vested with the powers, duties and responsibilities of the City Manager as set forth in the Huntington Park Municipal Code, as the same may be amended or modified from time-to-time by the City Council, the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time. BOBADILLA's performance of his duties shall be subject to the direction of the City Council. It is the intent of the Parties that the City Manager shall use all reasonable efforts to keep the City Council fully informed of all significant operations or major undertakings of CITY. BOBADILLA shall provide the City Council with regular status reports on the operations and activities of CITY. The City Manager shall function as the chief executive officer of CITY. BOBADILLA shall perform such duties as are customary and appropriate to the position of City Manager as well as such special duties as may be assigned to City Manager from time to time by the City Council. Notwithstanding BOBADILLA's duties as City Manager, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of CITY in a manner consistent with CITY's Employment Policies and the laws of the State of California.

1.5 WORK HOURS. The position of City Manager is an exempt position under state and federal wage and hour laws. BOBADILLA's compensation (whether salary or benefits or other allowances) is not based on hours worked and BOBADILLA shall not be entitled to any compensation for overtime. BOBADILLA is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position. The City Manager does not have set hours of work as the City Manager is expected to be available at all times.

1.6 REGIONAL AND PROFESSIONAL ACTIVITIES. The City Council desires that BOBADILLA be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests and policy objectives while also providing BOBADILLA with opportunities for the type of professional development that will enhance his ability to serve CITY and perform his duties as City Manager. Toward this end, BOBADILLA may, upon reasonable notice and approval by the City Council, join professional organizations and participate in the activities of such organizations in so far as such participation promotes the interests of CITY and does not unduly interfere with the performance of BOBADILLA's duties as City Manager. These activities may include, without limitation, participation in the California Contract Cities Association, California League of Cities, Independent Cities Association, California City Management

Foundation, or other similar national, statewide, regional or professional organizations provided that such activities do not in any way interfere with or adversely affect BOBADILLA's performance as City Manager. CITY agrees to budget and, consistent with that budget, pay for the dues and subscriptions of the City Manager necessary for his participation in national, statewide, regional or professional organizations.

1.7 NON-CITY ACTIVITIES. In accordance with Government Code Section 1126, during the period of his employment, BOBADILLA shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 (Regional and Professional Activity), whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of BOBADILLA's duties as City Manager.

1.8 REIMBURSEMENT. CITY shall reimburse BOBADILLA for reasonable and necessary travel, subsistence and other business expenses incurred by BOBADILLA in the performance of his duties or in connection with BOBADILLA's participation in those authorized activities referenced under Section 1.6, above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California or any CITY-adopted reimbursement policies.

1.9 RESIDENCE. BOBADILLA shall not be required to reside within the territorial boundaries of CITY. The foregoing notwithstanding, BOBADILLA shall maintain a permanent residence within a reasonable distance to CITY so as to permit BOBADILLA travel to CITY within sixty (60) minutes in the event of CITY emergencies.

SECTION 2. COMPENSATION.

2.1 BASE SALARY. BOBADILLA shall receive a base annual salary of One Hundred Ninety-Six Thousand Three Hundred and Ninety-Two Dollars (\$196,392.00) per year (hereinafter, the "Base Salary"). The Parties understand and agree that the amount of the Base Salary, as preliminarily established herein, may be adjusted from time to time by the City Council as provided under Section 2.2 (Performance Review) of this Agreement, below.

2.2 PERFORMANCE REVIEW. By February 1, 2014, and by February 1st of each succeeding calendar year, the City Council will undertake an annual job performance review of BOBADILLA. In conducting the review the parties may use the services of an experienced professional outside facilitator mutually agreed upon by the Parties. The performance review shall serve the following purposes and objectives: (i) to evaluate BOBADILLA's overall job performance; (ii) to identify areas of notable progress and/or accomplishment and identify ways sustaining and/or improving upon such progress and/or accomplishments; (iii) to identify areas requiring improvement and how such improvement might be accomplished; (iv) to measure BOBADILLA's success in meeting, achieving and/or exceeding City Council defined, goals, objectives, priorities, activities and programs over the preceding calendar year or since the last performance review; (v) to establish goals, objectives, priorities for the upcoming year; and (vi) to determine, what if any, adjustments or enhancement should be considered and approved to BOBADILLA's compensation terms. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 6 (Termination).

2.3 BENEFITS. In addition to Base Salary, CITY shall also provide BOBADILLA with the following benefits:

A. Medical Insurance, Dental Care and Vision Care.

- i. Medical Insurance: CITY shall contribute the prevailing rate provided to its management staff (Non-Represented Employees) towards the cost of CalPERS Medical (Kaiser – Los Angeles Region) insurance for BOBADILLA and his eligible dependents. If BOBADILLA chooses a medical plan that does not utilize the full amount of the prevailing rate provided by CITY for medical benefits, CITY shall be under no obligation to pay BOBADILLA the difference between the plan chosen and the prevailing rate. If BOBADILLA can provide to the Human Resources Department proof of insurance elsewhere (e.g., through a spouse), BOBADILLA may choose to forego medical insurance coverage through CITY and may instead receive, on a monthly basis, an amount equal to Fifty percent (50%) of the prevailing rate referenced above under Section 2.3 A (i).
- ii. Dental Insurance: CITY shall contribute the prevailing rate provided to its management staff (Non-Represented Employees) towards a dental insurance policy for BOBADILLA and his eligible dependents. If BOBADILLA provides the Human Resources Department with proof of dental insurance from another source (e.g., through a spouse), BOBADILLA may choose to forego dental insurance coverage through CITY. If BOBADILLA chooses to forego his allotment of dental benefits, CITY shall be under no obligation to pay BOBADILLA any cash sum in lieu of such benefits.
- iii. Vision Care: CITY, on a monthly basis, shall contribute the prevailing rate for the Vision Services Plan for BOBADILLA and his eligible dependents. If BOBADILLA chooses to forego his allotment of vision benefits, CITY shall be under no obligation to pay BOBADILLA any cash sum in lieu of such benefits.

B. Term Life Insurance. CITY agrees that during the period of employment it will provide BOBADILLA with, and pay the annual premiums for, a term life insurance policy in an amount equal to One Hundred Thousand Dollars and No Cents (\$100,000.00). Bobadilla shall nominate the beneficiary under such term life insurance policy.

2.4 USE OF CITY-OWNED AUTOMOBILE. In-lieu of an automobile allowance or reimbursement for use of a personal auto, BOBADILLA shall also be given exclusive use of a CITY-owned or leased automobile subject to the following restrictions on use: (i) the automobile shall be used primarily for the purpose of commuting to and from work and for the performance of CITY business; (ii) BOBADILLA will not allow the automobile to be driven by any third party, except by CITY personnel in the performance of CITY business or in the course of routine vehicle maintenance or repair; (iii) the automobile may not be used for, or in the furtherance of, any unlawful purpose or act or for private commercial gain; (iv) to the fullest extent permitted by law, BOBADILLA waives and releases CITY from any workers compensation claim which BOBADILLA may otherwise assert to the extent any injuries suffered by BOBADILLA while driving the automobile were sustained while BOBADILLA was using the vehicle for a non-CITY-related purpose (including, but not limited to, personal travel or entertainment or travel in connection with household errands or travel to and from work). BOBADILLA may not use the vehicle for travel to locations outside of the State of California, without the prior approval of the City Council. CITY shall be responsible for paying: (i) all premiums for legally required automobile insurance; and (ii) all vehicle maintenance and repair. In accordance with CITY reimbursement policies, BOBADILLA may claim reimbursement for gasoline expenses to the extent such expenses are incurred in the performance of CITY business.

2.5 JURY DUTY. BOBADILLA will also receive Base Salary and benefits while responding to a jury summons or serving on a jury, up to a maximum of fourteen (14) business days. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

2.6 BUSINESS RELATED EQUIPMENT. In lieu of providing BOBADILLA with a CITY issued cell phone or other technology, CITY shall pay BOBADILLA a telecommunications/technology allowance of \$150 per month to be used for telecommunications/technology that is used in part for the performance of CITY-related business.

2.7 INCREASES CONSISTENT WITH OTHER CITY EMPLOYEES. BOBADILLA shall automatically be entitled to receive, at a minimum, the same benefits, and level of benefits, whether new or amended, as any benefit provided a CITY employee pursuant to agreement between the CITY and an employee union. However, the CITY maintains the right, through specific contract provisions, to give higher or additional benefits to BOBADILLA as it may deem appropriate.

SECTION 3. ILLNESS OR INJURY; DISABILITY AND DEATH.

3.1 CESSATION OF WORK DUE TO NON-PERMANENT ILLNESS OR INJURY. In addition to any right of termination set forth under Section 1.3 (Employment With City "At-Will"), above, CITY reserves also the right to terminate BOBADILLA's employment along with this Agreement if BOBADILLA ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment & Housing Act; and (iii) where the cessation of work continues beyond the longer of the following: a period of four successive weeks beyond BOBADILLA's accrued sick leave; or a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

3.2 DISABILITY. In addition to any right of termination set forth under Section 1.3, above, CITY reserves the right to terminate BOBADILLA's employment along with this Agreement in the event BOBADILLA becomes physically or mentally unable to perform the City Manager's functions and duties with reasonable accommodations and it reasonably appears that such incapacity will last for more than four (4) months. The foregoing notwithstanding, CITY may terminate BOBADILLA if the disability poses a direct threat to CITY, BOBADILLA or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if BOBADILLA is terminated under this Section of this Agreement.

3.3 ILLNESS, INJURY OR DISABILITY ARISING OUT OF THE COURSE OF EMPLOYMENT. In the event BOBADILLA suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate BOBADILLA solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and the California Fair Employment and Housing Act. Further, BOBADILLA's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

3.4 MEDICAL EXAMINATION. BOBADILLA agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event a decision must be made under Sections 3.1 through 3.3. CITY and BOBADILLA shall receive a copy of all medical reports related to the examination.

3.5 DEATH OF EMPLOYEE. This Agreement along with BOBADILLA's employment shall terminate automatically upon BOBADILLA's death.

3.6 COMPENSATION UPON TERMINATION. Except as otherwise provided under this Agreement, if BOBADILLA's employment is terminated pursuant to this Section 3 (Illness or Injury; Disability and Death), CITY shall pay BOBADILLA all Base Salary, benefits, and compensation due and owing him through the last day actually worked. If termination is caused by BOBADILLA's death, CITY shall provide the compensation and benefits otherwise due BOBADILLA to BOBADILLA's executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for severance pay if BOBADILLA is terminated under the provisions of Section 3.1 through 3.5, above.

SECTION 4. VACATION AND OTHER LEAVE

4.1 VACATION LEAVE. In addition to any accrued and unused vacation leave existing at the time of this Agreement, BOBADILLA is eligible to accrue additional vacation leave at a rate of 12.66 hours per month of service. The foregoing notwithstanding, the maximum amount of vacation leave that BOBADILLA may accrue at any given time shall be capped at Three Hundred and Four (304) hours total. If BOBADILLA's accrued but unused vacation leave reaches 304 hours total, BOBADILLA will stop accruing additional vacation leave unless and until the accrued vacation leave falls below 304 hours. Unused vacation leave (accrued or otherwise) shall not be redeemable for any valuable consideration.

4.2 HOLIDAYS. BOBADILLA shall receive paid holidays in accordance with CITY's current practices as such practices may be amended or modified from time to time by CITY by action of the City Council. Paid holidays will be those approved by CITY by action of the City Council.

4.3 ADMINISTRATIVE/PERSONAL LEAVE. BOBADILLA shall be allocated a maximum of Fifty (50) hours of administrative/personal leave on July 1st of each CITY fiscal year. The maximum amount of administrative/personal leave that BOBADILLA may accrue at any given time may not exceed fifty (50) hours total. Accrued but unused administrative/personal leave may not be rolled-over to the next CITY fiscal year and may not be sold back to CITY.

4.4 SICK LEAVE. BOBADILLA shall accrue sick leave at a rate of eight (8) hours per month, subject to a maximum total accrual of Ninety-Six (96) hours per CITY fiscal year or prorated portion thereof. Sick leave shall be used by BOBADILLA only in cases of actual sickness or disability of BOBADILLA or a member of BOBADILLA's immediate family, including BOBADILLA's dependents. BOBADILLA shall be paid for the amount of unused accumulated sick leave remaining, up to but not to exceed forty-eight (48) hours, or fifty percent (50%) of the total accrual of 96 hours, at the time of separation of employment except where separation occurs pursuant to Section 6.2 (Termination by Employee), below.

SECTION 5. RETIREMENT.

5.1 CITY shall provide retirement insurance in accordance with its contract with the California Public Employees' Retirement System, presently 2% at 55.

5.2 BOBADILLA shall be enrolled in the PARS Stack Plan, presently 0.5% at 55, for continuous City of Huntington Park service when retired from CITY at age 55 or older, subject to BOBADILLA completing a minimum of five (5) years of full-time service with CITY. The foregoing notwithstanding, over the course of each City fiscal year, BOBADILLA shall be required to contribute toward BOBADILLA's PARS benefit a sum equal to 1.5% of BOBADILLA's Base Salary as defined herein.

SECTION 6. TERMINATION.

6.1 TERMINATION BY CITY FOR CONVENIENCE.

- A. Except as otherwise provided under Subsection (B) of this Section below, CITY may terminate BOBADILLA at any time for convenience and without cause, by providing BOBADILLA thirty (30) days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place BOBADILLA on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss BOBADILLA notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The "severance payment" shall be an amount equal to eighteen (18) months base salary, less any and all applicable or legally required deductions. BOBADILLA shall also receive all applicable accrued vacation and/or sick leave and administrative/personal leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260 and any such sums shall be deducted from the "severance payment." If there is less than eighteen (18) months remaining on the term of the Agreement, the payment shall be the amount of compensation for the remaining term of the Agreement less any and all applicable or legally required deductions.
- B. Within ninety (90) calendar days of the swearing-in of a newly elected or appointed City Councilmember or Mayor, the City Council may not act to terminate BOBADILLA for convenience as authorized under Subsection (A) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (B), shall preclude the City Council from terminating BOBADILLA's employment for cause at any time as provided elsewhere under Section 6 of this Agreement.

6.2 TERMINATION BY EMPLOYEE. BOBADILLA may terminate his employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make BOBADILLA's termination effective upon any date preceding the 30-day notice period, provided CITY pays BOBADILLA all compensation due and owing him through the last day actually worked, plus an amount equal to the Base Salary BOBADILLA would have earned through the balance of the thirty (30) day notice period. BOBADILLA shall not receive a "severance payment" in the event he terminates his employment with CITY pursuant to this Section 6.2.

6.3 TERMINATION FOR CAUSE BY CITY. CITY may immediately terminate BOBADILLA'S employment with CITY and this Agreement at any time by providing BOBADILLA written notice of his termination for cause. No "severance payment" shall be paid in the event BOBADILLA's employment is terminated for cause, except that CITY shall pay BOBADILLA for his accrued and unused vacation, sick and administrative leave, as provided for in this Agreement. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following: (i) theft or attempted theft; (ii) material dishonesty; (iii) willful or persistent material breach of duties; (iv) engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or on CITY time; (v) conviction of either a felony, a criminal offense involving moral turpitude, or a felony or misdemeanor under the Political Reform Act or Government Code section 1090; (vi) engaging in conduct tending to bring embarrassment or disrepute to CITY; and/or (vii) unauthorized absences. BOBADILLA expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under CITY's Employment Policies. BOBADILLA also expressly waives any right to any pre-termination or post-termination disciplinary, review or

appeal proceedings set forth under the laws of the State of California or federal law, except to the extent that the contractual waiver contemplated herein is prohibited by applicable law.

6.4 TERMINATION OBLIGATION. BOBADILLA agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment are the property of CITY and shall be returned promptly to CITY upon termination of BOBADILLA's employment. BOBADILLA's obligations under this subsection shall survive the termination of his employment and the expiration or early termination of this Agreement.

6.5 BENEFITS UPON TERMINATION. All benefits to which BOBADILLA is entitled under this Agreement shall cease upon BOBADILLA's termination in accordance with this Section 6 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to BOBADILLA, or unless otherwise required by law.

SECTION 7. PROPRIETARY INFORMATION.

7.1 DEFINITION. "Proprietary Information" means all information and any idea pertaining in any manner to the business of CITY and its respective officials, officers, employees, clients, consultants, or business associates, which was produced by any employee or agent of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, BOBADILLA shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, BOBADILLA shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. BOBADILLA's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

SECTION 8. CONFLICT OF INTEREST.

8.1 BOBADILLA shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. BOBADILLA shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the City's Municipal Code, and any other conflict of interest regulations applicable to BOBADILLA's employment with the City. For and during the Term of this Agreement and any extension term, BOBADILLA further agrees that except for a personal residence or residential property acquired or held for future use as his personal residence, BOBADILLA will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Council.

SECTION 9. GENERAL PROVISIONS.

9.1 NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in BOBADILLA's personnel file. BOBADILLA agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255
Attn: Mayor and City Council

City Manager's Address: [Deliver to last updated address in personnel file]

9.2 INDEMNIFICATION. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 et seq.) CITY will indemnify, defend, and hold BOBADILLA harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension term. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, the City shall have no duty to indemnify, defend, or hold BOBADILLA harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by him.

9.3 BONDING. CITY shall bear the full cost of any fidelity or other bonds required of the City Manager under any laws or ordinance.

9.4 ENTIRE AGREEMENT. This Agreement is intended to be the final, complete, and exclusive statement of the terms of BOBADILLA's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of BOBADILLA, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to BOBADILLA and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

9.5 AMENDMENTS. This Agreement may not be amended except in a written document signed by BOBADILLA, approved by the City Council and signed by CITY's Mayor or designee.

9.6 WAIVER. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

9.7 ASSIGNMENT. BOBADILLA shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to BOBADILLA, assign its rights and obligations hereunder.

9.8 SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

9.9 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in Los Angeles County, California.

9.10 INTERPRETATION. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

9.11 ACKNOWLEDGMENT. BOBADILLA acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and BOBADILLA has signed and executed this Agreement, as of the date first indicated above.

CITY OF HUNTINGTON PARK

RENÉ BOBADILLA

By: _____
Mario Gomez, Mayor

By: _____
René Bobadilla

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
Rocio Martinez, City Clerk

ATTACHMENT "B"

~~2012~~2014
EMPLOYMENT AGREEMENT
(For the Position of City Manager)

THIS ~~2012~~2014 EMPLOYMENT AGREEMENT ("Agreement") is entered into this 46th day of September ~~2012~~, January 2014, by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and RENE BOBADILLA ("BOBADILLA"), an individual. For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both CITY and BOBADILLA. The capitalized term "Party" may refer to either CITY or BOBADILLA interchangeably and reasonably appropriate.

RECITALS

THIS AGREEMENT is made and entered into in consideration of the following:

WHEREAS, CITY desires to engage and employ BOBADILLA to serve and BOBADILLA previously entered into a 2012 Employment Agreement pertaining to BOBADILLA'S employment with the CITY as City Manager; and

WHEREAS, CITY and BOBADILLA desire to amend the terms by which BOBADILLA serves as the City Manager of CITY ("City Manager") and BOBADILLA desires employment as City Manager; and

WHEREAS, the City Council finds that BOBADILLA possesses the education, training, experience and expertise necessary to perform the duties of City Manager; and

WHEREAS, the Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code section 53260, et seq.; and

WHEREAS, this Agreement supersedes and replaces in its entirety the 2012 Employment Agreement; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, CITY and BOBADILLA agree as follows:

SECTION 1. POSITION, DUTIES AND TERM.

1.1 POSITION. BOBADILLA accepts employment with CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 (Duties) of this Agreement, below.

1.2 EFFECTIVE DATE OF AGREEMENT/TERM. The effective date of this Agreement shall be ~~September 4, 2012~~ January 6, 2014 (hereinafter, the "Effective Date"). This Agreement shall have a term of ~~THREE~~FIVE (35) years commencing from the Effective Date (hereinafter referred to by the capitalized word "Term"). Upon the expiration of the Term, this Agreement shall continue on a month-to-month basis, subject to all of the terms and conditions set forth in this Agreement, until such time as CITY either executes a new agreement with BOBADILLA or CITY terminates BOBADILLA's employment with CITY.

1.3 EMPLOYMENT WITH CITY "AT-WILL."

A. BOBADILLA's employment status with CITY shall be at-will and BOBADILLA shall serve at the pleasure of the City Council as provided under Government Code Section 36506. BOBADILLA acknowledges, understands and agrees that BOBADILLA may not avail himself of any procedures, provisions or protections

set forth under CITY's Employment Policies, as defined herein, in so far as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate BOBADILLA's status as an "at-will" employee of CITY or the ability of the City Council to terminate BOBADILLA's employment at any time for cause or for convenience. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time (including but not limited to Title II, Chapter 3 (Administration – Officers and Employees) of the Huntington Park Municipal Code and any written employment manual of the CITY which governs, regulates or otherwise relates to employment with CITY). CITY's Employment Policies shall not apply to BOBADILLA in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) BOBADILLA's status as an "at-will" employee of CITY.

- B. Except as otherwise provided under Section 6 (Termination) of this Agreement, BOBADILLA shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate BOBADILLA's employment whether for cause or for convenience.
- C. Nothing in this Agreement shall confer upon BOBADILLA any right to any property interest in continued employment with CITY.

1.4 DUTIES. BOBADILLA shall serve as the City Manager and shall be vested with the powers, duties and responsibilities of the City Manager as set forth in the Huntington Park Municipal Code, as the same may be amended or modified from time-to-time by the City Council, the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time. BOBADILLA's performance of his duties shall be subject to the direction of the City Council. It is the intent of the Parties that the City Manager shall use all reasonable efforts to keep the City Council fully informed of all significant operations or major undertakings of CITY. BOBADILLA shall provide the City Council with regular status reports on the operations and activities of CITY. The City Manager shall function as the chief executive officer of CITY. BOBADILLA shall perform such duties as are customary and appropriate to the position of City Manager as well as such special duties as may be assigned to City Manager from time to time by the City Council. Notwithstanding BOBADILLA's duties as City Manager, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of CITY in a manner consistent with CITY's Employment Policies and the laws of the State of California.

1.5 WORK HOURS. The position of City Manager is an exempt position under state and federal wage and hour laws. BOBADILLA's compensation (whether salary or benefits or other allowances) is not based on hours worked and BOBADILLA shall not be entitled to any compensation for overtime. BOBADILLA is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position. The City Manager does not have set hours of work as the City Manager is expected to be available at all times.

1.6 REGIONAL AND PROFESSIONAL ACTIVITIES. The City Council desires that BOBADILLA be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests and policy objectives while also providing BOBADILLA with opportunities for the type of professional development that will enhance his ability to serve CITY and perform his duties as City Manager. Toward this end, BOBADILLA may, upon reasonable notice and approval by the City Council, join professional organizations and participate in the activities of such organizations in so far as such participation promotes the interests of CITY and does not unduly interfere with the performance of BOBADILLA's duties as City Manager. These activities may include, without limitation, participation in the California Contract Cities

Association, California League of Cities, Independent Cities Association, California City Management Foundation, or other similar national, statewide, regional or professional organizations provided that such activities do not in any way interfere with or adversely affect BOBADILLA's performance as City Manager. CITY agrees to budget and, consistent with that budget, pay for the dues and subscriptions of the City Manager necessary for his participation in national, statewide, regional or professional organizations.

1.7 NON-CITY ACTIVITIES. In accordance with Government Code Section 1126, during the period of his employment, BOBADILLA shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 (Regional and Professional Activity), whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of BOBADILLA's duties as City Manager.

1.8 REIMBURSEMENT. CITY shall reimburse BOBADILLA for reasonable and necessary travel, subsistence and other business expenses incurred by BOBADILLA in the performance of his duties or in connection with BOBADILLA's participation in those authorized activities referenced under Section 1.6, above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California or any CITY-adopted reimbursement policies.

1.9 RESIDENCE. BOBADILLA shall not be required to reside within the territorial boundaries of CITY. The foregoing notwithstanding, BOBADILLA shall maintain a permanent residence within a reasonable distance to CITY so as to permit BOBADILLA travel to CITY within sixty (60) minutes in the event of CITY emergencies.

SECTION 2. COMPENSATION.

2.1 BASE SALARY. ~~Commencing September 4, 2012,~~ BOBADILLA shall receive a base annual salary of One Hundred Ninety-Six Thousand Three Hundred and Ninety-Two Dollars (\$196,392.00) per year (hereinafter, the "Base Salary"). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for the year 2012, herein, may be adjusted from time to time by the City Council as provided under Section 2.2 (Performance Review) of this Agreement, below.

2.2 PERFORMANCE REVIEW. ~~Prior to~~ By February 1, 2013, ~~the City Council will undertake a job performance review of BOBADILLA. By 2014, and by~~ February 1st of each succeeding calendar year, the City Council will undertake an annual job performance review of BOBADILLA. In conducting the review the parties may use the services of an experienced professional outside facilitator mutually agreed upon by the Parties. The performance review shall serve the following purposes and objectives: (i) to evaluate BOBADILLA's overall job performance; (ii) to identify areas of notable progress and/or accomplishment and identify ways sustaining and/or improving upon such progress and/or accomplishments; (iii) to identify areas requiring improvement and how such improvement might be accomplished; (iv) to measure BOBADILLA's success in meeting, achieving and/or exceeding City Council defined, goals, objectives, priorities, activities and programs over the preceding calendar year or since the last performance review; (v) to establish goals, objectives, priorities for the upcoming year; and (vi) to determine, what if any, adjustments or enhancement should be considered and approved to BOBADILLA's compensation terms. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 6 (Termination).

2.3 BENEFITS. In addition to Base Salary, ~~City~~ CITY shall also provide ~~Bobadilla~~ BOBADILLA with the following benefits:

A. Medical Insurance, Dental Care and Vision Care.

- i. Medical Insurance: CITY shall contribute the prevailing rate provided to its management staff (Non-Represented Employees) towards the cost of CalPERS Medical (Kaiser – Los Angeles Region) insurance for BOBADILLA and his eligible dependents. If BOBADILLA chooses a medical plan that does not utilize the full amount of the prevailing rate provided by CITY for medical benefits, CITY shall be under no obligation to pay BOBADILLA the difference between the plan chosen and the prevailing rate. If BOBADILLA can provide to the Human Resources Department proof of insurance elsewhere (e.g., through a spouse), BOBADILLA may choose to forego medical insurance coverage through CITY and may instead receive, on a monthly basis, an amount equal to Fifty percent (50%) of the prevailing rate referenced above under Section 2.3 A (i).
- ii. Dental Insurance: CITY shall contribute the prevailing rate provided to its management staff (Non-Represented Employees) towards a dental insurance policy for BOBADILLA and his eligible dependents. If BOBADILLA provides the Human Resources Department with proof of dental insurance from another source (e.g., through a spouse), BOBADILLA may choose to forego dental insurance coverage through CITY. If BOBADILLA chooses to forego his allotment of dental benefits, CITY shall be under no obligation to pay BOBADILLA any cash sum in lieu of such benefits.
- iii. Vision Care: CITY, on a monthly basis, shall contribute the prevailing rate for the Vision Services Plan for BOBADILLA and his eligible dependents. If BOBADILLA chooses to forego his allotment of vision benefits, CITY shall be under no obligation to pay BOBADILLA any cash sum in lieu of such benefits.

B. Term Life Insurance. CITY agrees that during the period of employment it will provide BOBADILLA with, and pay the annual premiums for, a term life insurance policy in an amount equal to One Hundred Thousand Dollars and No Cents (\$100,000.00). Bobadilla shall nominate the beneficiary under such term life insurance policy.

2.4 USE OF CITY-OWNED AUTOMOBILE. In-lieu of an automobile allowance or reimbursement for use of a personal auto, BOBADILLA shall also be given exclusive use of a CITY-owned or leased automobile subject to the following restrictions on use: (i) the automobile shall be used primarily for the purpose of commuting to and from work and for the performance of CITY business; (ii) BOBADILLA will not allow the automobile to be driven by any third party, except by CITY personnel in the performance of CITY business or in the course of routine vehicle maintenance or repair; (iii) the automobile may not be used for, or in the furtherance of, any unlawful purpose or act or for private commercial gain; (iv) to the fullest extent permitted by law, BOBADILLA waives and releases CITY from any workers compensation claim which BOBADILLA may otherwise assert to the extent any injuries suffered by BOBADILLA while driving the automobile were sustained while BOBADILLA was using the vehicle for a non-CITY-related purpose (including, but not limited to, personal travel or entertainment or travel in connection with household errands or travel to and from work). BOBADILLA may not use the vehicle for travel to locations outside of the State of California, without the prior approval of the City Council. CITY shall be responsible for paying: (i) all premiums for legally required automobile insurance; and (ii) all vehicle maintenance and repair. In accordance with CITY reimbursement policies, BOBADILLA may claim reimbursement for gasoline expenses to the extent such expenses are incurred in the performance of CITY business.

2.5 JURY DUTY. BOBADILLA will also receive Base Salary and benefits while responding to a jury summons or serving on a jury, up to a maximum of fourteen (14) business days. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

2.6 BUSINESS RELATED EQUIPMENT. ~~CITY shall also provide BOBADILLA a cell phone~~In lieu of providing BOBADILLA with a CITY issued cell phone or other technology, CITY shall pay BOBADILLA a telecommunications/technology allowance of \$150 per month to be used for telecommunications/technology that is used in part for the performance of CITY-related business.

2.7 INCREASES CONSISTENT WITH OTHER CITY EMPLOYEES. BOBADILLA shall automatically be entitled to receive, at a minimum, the same benefits, and level of benefits, whether new or amended, as any benefit provided a CITY employee pursuant to agreement between the CITY and an employee union. However, the CITY maintains the right, through specific contract provisions, to give higher or additional benefits to BOBADILLA as it may deem appropriate.

SECTION 3. ILLNESS OR INJURY; DISABILITY AND DEATH.

3.1 CESSATION OF WORK DUE TO NON-PERMANENT ILLNESS OR INJURY. In addition to any right of termination set forth under Section 1.3 (Employment With City "At-Will"), above, CITY reserves also the right to terminate BOBADILLA's employment along with this Agreement if BOBADILLA ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment & Housing Act; and (iii) where the cessation of work continues beyond the longer of the following: a period of four successive weeks beyond BOBADILLA's accrued sick leave; or a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

3.2 DISABILITY. In addition to any right of termination set forth under Section 1.3, above, CITY reserves the right to terminate BOBADILLA's employment along with this Agreement in the event BOBADILLA becomes physically or mentally unable to perform the City Manager's functions and duties with reasonable accommodations and it reasonably appears that such incapacity will last for more than four (4) months. The foregoing notwithstanding, CITY may terminate BOBADILLA if the disability poses a direct threat to CITY, BOBADILLA or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if BOBADILLA is terminated under this Section of this Agreement.

3.3 ILLNESS, INJURY OR DISABILITY ARISING OUT OF THE COURSE OF EMPLOYMENT. In the event BOBADILLA suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate BOBADILLA solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and the California Fair Employment and Housing Act. Further, BOBADILLA's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

3.4 MEDICAL EXAMINATION. BOBADILLA agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event a decision must be made under Sections 3.1 through 3.3. CITY and BOBADILLA shall receive a copy of all medical reports related to the examination.

3.5 DEATH OF EMPLOYEE. This Agreement along with BOBADILLA's employment shall terminate automatically upon BOBADILLA's death.

3.6 COMPENSATION UPON TERMINATION. Except as otherwise provided under this Agreement, if BOBADILLA's employment is terminated pursuant to this Section 3 (Illness or Injury; Disability and Death), CITY shall pay BOBADILLA all Base Salary, benefits, and compensation due and owing him through the last day actually worked. If termination is caused by BOBADILLA's death, CITY shall provide the compensation and benefits otherwise due BOBADILLA to BOBADILLA's executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for severance pay if BOBADILLA is terminated under the provisions of Section 3.1 through 3.5, above.

SECTION 4. VACATION AND OTHER LEAVE

4.1 VACATION LEAVE. ~~Upon execution of this Agreement, BOBADILLA shall have One Hundred (100) hours of~~ in addition to any accrued and unused vacation leave. ~~In addition to those 100 hours existing at the time of this Agreement,~~ BOBADILLA is eligible to accrue additional vacation leave at a rate of 12.66 hours per month of service. The foregoing notwithstanding, the maximum amount of vacation leave that BOBADILLA may accrue at any given time shall be capped at Three Hundred and Four (304) hours total. If BOBADILLA's accrued but unused vacation leave reaches 304 hours total, BOBADILLA will stop accruing additional vacation leave unless and until the accrued vacation leave falls below 304 hours. Unused vacation leave (accrued or otherwise) shall not be redeemable for any valuable consideration.

4.2 HOLIDAYS. BOBADILLA shall receive paid holidays in accordance with CITY's current practices as such practices may be amended or modified from time to time by CITY by action of the City Council. Paid holidays will be those approved by CITY by action of the City Council.

4.3 ADMINISTRATIVE/PERSONAL LEAVE. BOBADILLA shall be allocated a maximum of Fifty (50) hours of administrative/personal leave on July 1st of each CITY fiscal year. The maximum amount of administrative/personal leave that BOBADILLA may accrue at any given time may not exceed fifty (50) hours total. Accrued but unused administrative/personal leave may not be rolled-over to the next CITY fiscal year and may not be sold back to CITY.

4.4 SICK LEAVE. BOBADILLA shall accrue sick leave at a rate of eight (8) hours per month, subject to a maximum total accrual of Ninety-Six (96) hours per CITY fiscal year or prorated portion thereof. Sick leave shall be used by BOBADILLA only in cases of actual sickness or disability of BOBADILLA or a member of BOBADILLA's immediate family, including BOBADILLA's dependents. BOBADILLA shall be paid for the amount of unused accumulated sick leave remaining, up to but not to exceed forty-eight (48) hours, or fifty percent (50%) of the total accrual of 96 hours, at the time of separation of employment except where separation occurs pursuant to Section 6.2 (Termination by Employee), below.

SECTION 5. RETIREMENT.

5.1 CITY shall provide retirement insurance in accordance with its contract with the California Public Employees' Retirement System, presently 2% at 55.

5.2 BOBADILLA shall be enrolled in the PARS Stack Plan, presently 0.5% at 55, for continuous City of Huntington Park service when retired from CITY at age 55 or older, subject to BOBADILLA completing a minimum of five (5) years of full-time service with CITY. The foregoing notwithstanding, over the course of

each City fiscal year, BOBADILLA shall be required to contribute toward BOBADILLA's PARS benefit a sum equal to 1.5% of BOBADILLA's Base Salary as defined herein.

SECTION 6. TERMINATION.

6.1 TERMINATION BY CITY FOR CONVENIENCE.

- A. Except as otherwise provided under Subsection (B) of this Section below, CITY may terminate BOBADILLA at any time for convenience and without cause, by providing BOBADILLA thirty (30) days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place BOBADILLA on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss BOBADILLA notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The "severance payment" shall be an amount equal to ~~twelve~~eighteen (18) months base salary, less any and all applicable or legally required deductions. BOBADILLA shall also receive all applicable accrued vacation and/or sick leave and administrative/personal leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260 and any such sums shall be deducted from the "severance payment." If there is less than eighteen (18) months remaining on the term of the Agreement, the payment shall be the amount of compensation for the remaining term of the Agreement less any and all applicable or legally required deductions.
- B. Within ninety (90) calendar days of the swearing-in of a newly elected or appointed City Councilmember or Mayor, the City Council may not act to terminate BOBADILLA for convenience as authorized under Subsection (A) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (B), shall preclude the City Council from terminating BOBADILLA's employment for cause at any time as provided elsewhere under Section 6 of this Agreement.

6.2 TERMINATION BY EMPLOYEE. BOBADILLA may terminate his employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make BOBADILLA's termination effective upon any date preceding the 30-day notice period, provided CITY pays BOBADILLA all compensation due and owing him through the last day actually worked, plus an amount equal to the Base Salary BOBADILLA would have earned through the balance of the thirty (30) day notice period. BOBADILLA shall not receive a "severance payment" in the event he terminates his employment with CITY pursuant to this Section 6.2.

6.3 TERMINATION FOR CAUSE BY CITY. CITY may immediately terminate BOBADILLA'S employment with CITY and this Agreement at any time by providing BOBADILLA written notice of his termination for cause. No "severance payment" shall be paid in the event BOBADILLA's employment is terminated for cause, except that CITY shall pay BOBADILLA for his accrued and unused vacation, sick and administrative leave, as provided for in this Agreement. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following: (i) theft or attempted theft; (ii) material dishonesty; (iii) willful or persistent material breach of duties; (iv) engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or on CITY time; (v) conviction of either a felony, a criminal offense involving moral turpitude, or a felony or misdemeanor under the Political Reform Act or Government Code section 1090; (vi) engaging in conduct tending to bring embarrassment or disrepute to CITY; and/or (vii) unauthorized absences. BOBADILLA expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under CITY's Employment Policies. BOBADILLA also

expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under the laws of the State of California or federal law, except to the extent that the contractual waiver contemplated herein is prohibited by applicable law.

6.4 TERMINATION OBLIGATION. BOBADILLA agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment are the property of CITY and shall be returned promptly to CITY upon termination of BOBADILLA's employment. BOBADILLA's obligations under this subsection shall survive the termination of his employment and the expiration or early termination of this Agreement.

6.5 BENEFITS UPON TERMINATION. All benefits to which BOBADILLA is entitled under this Agreement shall cease upon BOBADILLA's termination in accordance with this Section 6 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to BOBADILLA, or unless otherwise required by law.

SECTION 7. PROPRIETARY INFORMATION.

7.1 DEFINITION. "Proprietary Information" means all information and any idea pertaining in any manner to the business of CITY and its respective officials, officers, employees, clients, consultants, or business associates, which was produced by any employee or agent of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, BOBADILLA shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, BOBADILLA shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. BOBADILLA's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

SECTION 8. CONFLICT OF INTEREST.

8.1 BOBADILLA shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. BOBADILLA shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the City's Municipal Code, and any other conflict of interest regulations applicable to BOBADILLA's employment with the City. For and during the Term of this Agreement and any extension term, BOBADILLA further agrees that except for a personal residence or residential property acquired or held for future use as his personal residence, BOBADILLA will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Council.

SECTION 9. GENERAL PROVISIONS.

9.1 NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in BOBADILLA's personnel file. BOBADILLA agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255
Attn: Mayor and City Council

City Manager's Address: [Deliver to last updated address in personnel file]

9.2 INDEMNIFICATION. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 et seq.) CITY will indemnify, defend, and hold BOBADILLA harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension term. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, the City shall have no duty to indemnify, defend, or hold BOBADILLA harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by him.

9.3 BONDING. CITY shall bear the full cost of any fidelity or other bonds required of the City Manager under any laws or ordinance.

9.4. ENTIRE AGREEMENT. This Agreement is intended to be the final, complete, and exclusive statement of the terms of BOBADILLA's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of BOBADILLA, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to BOBADILLA and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

9.5 AMENDMENTS. This Agreement may not be amended except in a written document signed by BOBADILLA, approved by the City Council and signed by CITY's Mayor or designee.

9.6 WAIVER. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

9.7 ASSIGNMENT. BOBADILLA shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to BOBADILLA, assign its rights and obligations hereunder.

9.8 SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

9.9 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in Los Angeles County, California.

9.10 INTERPRETATION. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

9.11 ACKNOWLEDGMENT. BOBADILLA acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and BOBADILLA has signed and executed this Agreement, as of the date first indicated above.

CITY OF HUNTINGTON PARK

RENÉ BOBADILLA

By: _____
Andy Molina ~~Mario Gomez~~, Mayor

By: _____
René Bobadilla

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
~~Rosanna Ramirez~~ Rocio Martinez, City Clerk

Document comparison by Workshare Compare on Tuesday, December 31, 2013
9:50:13 AM

Input:	
Document 1 ID	file://C:\Users\2512\Desktop\CM Bobadilla Employment Contract.doc
Description	CM Bobadilla Employment Contract
Document 2 ID	file://C:\Users\2512\Desktop\CM Bobadilla Employment Contract-2.doc
Description	CM Bobadilla Employment Contract-2
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
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Deletions	22
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	46