

CITY OF HUNTINGTON PARK

City Council Agenda Monday, August 18, 2014

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

Rosa E. Perez
Mayor

Karina Macias
Vice Mayor



Ofelia Hernandez
Council Member

Mario Gomez
Council Member

Valentin Palos Amezcua
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.

FLAG SALUTE:

Luis Garcia, 8th grade student at Nimitz Middle School

INVOCATION

ROLL CALL:

Mayor Rosa E. Perez
Vice Mayor Karina Macias
Council Member Ofelia Hernandez
Council Member Valentin Palos Amezquita
Council Member Mario Gomez

PRESENTATIONS AND ANNOUNCEMENTS:

Presentation to student who led the flag salute: Luis Garcia

Recognition to the following City of Huntington Park Police Employees:

- **Officer of the year, Anthony Rendon**
- **Dispatcher of the year, Luisana Candelario**
- **Volunteer of the year, Jesse Banda**
- **Explorer of the year, Antonio Lopez**
- **New Officer: Christopher Spindola**
- **New Reserve Officers: Hankil Lee and William Smith**

Presentation of City Council meeting rules of decorum

Unveiling of new City sign on Florence Ave.

PUBLIC COMMENT (CLOSED SESSION ITEMS ONLY):

CLOSED SESSION:

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

Name of case: Yadira Lopez, Case No. WCAB No. ADJ9167991

PUBLIC COMMENTS

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

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

1. Approve minutes of the following City Council meetings:

- 1-1 Regular meeting held Monday, July 21, 2014
- 1-2 Special meeting held Wednesday, July 23, 2014
- 1-3 Regular meeting held Monday, August 4, 2014

FINANCE DEPARTMENT

2. Approve Accounts Payable and Payroll Warrants dated August 18, 2014.

PARKS AND RECREATION DEPARTMENT

3. **Approve Athletic Facility use allocation policy and fees**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Approve the athletic facility use and allocation policy and fees.

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT DEPARTMENT

4. **Activity in Public Places Permit for the Annual “Sabor de Mexico Lindo” street festival**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Approve an Activity in Public Places Permit request from the Greater Huntington Park Area Chamber of Commerce to conduct the annual “Sabor de Mexico Lindo” Downtown Street Festival along Pacific Boulevard, between Florence Avenue and Randolph Street, on October 3-5, 2014.
- 2. Discussion and/or action regarding co-sponsoring the event.

FINANCE DEPARTMENT

5. Resolution fixing Pension Tax Rate for Fiscal Year 2014-2015

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the resolution fixing the annual pension tax rate to pay the City's pension obligation bond annual debt service and cost of public employees retirement system for Fiscal Year 2014-2015.

PARKS AND RECREATION DEPARTMENT

6. Review and approve proposed restructure of Tiny Tot Program

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Tiny Tot program to be restructured into a hybrid class where instruction is divided among a full time and part time employee.

POLICE DEPARTMENT

7. Authorization to renew contract agreement with Trittech Software Systems

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the service agreement for I.Q. and Analytics with Trittech Software Systems.

8. Authorize the Chief of Police and City Attorney to secure a Memorandum of Understanding (MOU) with Immigration and Customs Enforcement (ICE)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Chief of Police and City Attorney to develop and secure a Memorandum of Understanding (MOU) with Immigration and Customs Enforcement (ICE), Homeland Security Investigations for the purpose of the reimbursement of costs incurred by the Huntington Park Police Department in providing resources to participate in ongoing, joint, major narcotics investigations.

PUBLIC WORKS DEPARTMENT

9. Consideration of evaluation of United Pacific Waste's (UPW) legal actions and discussion and consideration of Solid Waste Franchise Agreement with UPW

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive the evaluation of UPW's legal actions (Attachment A).
2. Determine whether or not to rebalance UPW's service rates to reflect across-the-board savings to all ratepayers or to accept the UPW rate schedules as proposed.
3. Determine whether or not to use refurbished carts at a savings of \$1.25 per household per month.
4. Determine whether to allow collection start times to commence at 6:00 a.m. versus 7:00 a.m.
5. Approve the form of the solid waste franchise agreement that incorporates United Pacific Waste's proposal (Attachment B).
6. Adopt the Resolution (Attachment C) authorizing the Mayor to execute the solid waste franchise agreement with UPW.

CITY MANAGER

10. Interview of City Manager recruiting firms

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Mayor Rosa E. Perez

Vice Mayor Karina Macias

Council Member Ofelia Hernandez

Council Member Valentin Palos Amezquita

Council Member Mario Gomez

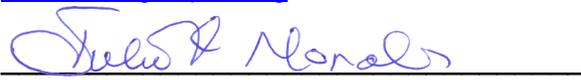
ADJOURNMENT

SPECIAL BUDGET MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
THURSDAY, AUGUST 21, 2014 AT 6:00 P.M.

REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
TUESDAY, SEPTEMBER 2, 2014 AT 6:00 P.M.
WILL NOT BE HELD

NEXT REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, SEPTEMBER 15, 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 August 14, 2014 on the bulletin board outside City Hall and available at www.huntingtonpark.org



Julio Morales, Interim City Manager

MINUTES
HUNTINGTON PARK CITY COUNCIL
A Regular Meeting held in the City Council Chambers,
6550 Miles Avenue, Huntington Park, California
Monday – July 21, 2014 - 6:00 p.m.

CALL TO ORDER

Mayor Perez called the meeting to order at 6:08 p.m.

INVOCATION

Mayor Perez led the assembly in the invocation.

FLAG SALUTE

The Pledge of Allegiance to the Flag was led by Jeremy Baltazar, student at Academia Moderna Charter School.

ROLL CALL

Present: Council Member Valentin Palos Amezquita
Council Member Mario Gomez (arrived at 6:20 p.m.)
Council Member Ofelia Hernandez
Vice Mayor Karina Macias
Mayor Rosa E. Perez

PRESENTATIONS AND ANNOUNCEMENTS

Presentation to student who led the flag salute: Jeremy Baltazar

Mayor Perez and City Council presented a Certificate of Appreciation to Jeremy Baltazar for leading the flag salute at the City Council meeting July 21, 2014.

Presentation of a Certificate of Appreciation to Retired City of Huntington Park Police Department Lieutenants: Ronald Davis, Neal Mongan and Anthony Porter for their outstanding work and dedication.

Police Chief Jorge Cisneros presented Certificates of Appreciation and City tiles to retired Huntington Park Police Department Lieutenants Ronald Davis, Neal Mongan and Anthony Porter.

Presentation by the California Highway Patrol in recognition of Huntington Park Police Officers for the recovery of stolen vehicles.

Rosa Salazar, Branch Manager, Automobile Club; Captain Troy Lukkes, Los Angeles County Sherriff; and Officer Dion Conley, Los Angeles County Sherriff, recognized various Huntington Park Police Officers for their efforts in recovering stolen vehicles.

Presentation by the Greater Huntington Park Area Chamber of Commerce for the 1st Annual Business Power Walk

Leticia Martinez, Executive Director/CEO of the Greater Huntington Park Area Chamber of Commerce, shared a picture of 1923 business owners in Huntington Park. She provided a presentation regarding the 1st Annual Business Power Walk and addressed a survey of businesses, participants and results of the survey and noted that free parking should be a Council priority. She thanked Mayor Perez, volunteers and Board members for their participation.

Members of Council thanked the Chamber for its efforts.

Discussion followed regarding revenues raised from parking meters.

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Interim City Manager Julio Morales commented on existing parking spaces and noted there is a parking problem in the City. He addressed City revenues from parking meters and deferred to Police Chief Cisneros.

Chief Cisneros commented on new security technology that will be available soon and reported that a presentation regarding the matter will be presented to Council in the near future.

Council Member Hernandez thanked the Chamber for its efforts and noted that the City is making improvements.

Interim City Manager Morales noted that the survey results reaffirm everything on which the City is working.

Council Member Hernandez suggested inviting businesses to a future presentation.

PUBLIC COMMENTS (CLOSED SESSION ITEMS ONLY)

Mayor Perez invited public comments for Closed Session items.

Linda Caraballo stated that the public cannot comment on Closed Session items if it does not know what the items are. She expressed concern that the items are not fully described.

Interim City Attorney Litfin reported that Closed Session items are listed as required by the Brown Act.

Seeing and hearing no further speakers, Mayor Perez closed public comments on Closed Session items.

Interim City Attorney Litfin announced that City Council will recess into Closed Session at this time (6:55 p.m.) to discuss the items listed in the Closed Session agenda.

CLOSED SESSION

Pursuant to California Government Code Section 54957;
PUBLIC EMPLOYEE APPOINTMENT
Title: City Attorney

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)

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

City Council reconvened at 8:05 p.m. with all Council Members present.

Interim City Attorney Todd Litfin reported that, during Closed Session, no reportable action was taken.

END OF CLOSED SESSION

PRESENTATIONS AND ANNOUNCEMENTS (Continued)

Presentation of Downtown Revitalization Project

Interim City Manager Morales introduced the item and displayed a video on the Downtown Revitalization Project including examples of other cities including Lancaster,

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Pasadena, Santa Monica and Long Beach. He added that several cities tried to establish a sense of place but that the City of Huntington Park already has a sense of place and is attempting to improve the surroundings.

Council Member Gomez commented on the street designs in Barcelona, Spain.

Interim City Manager Morales explained that the video was produced in lieu of Council Members visiting the various cities. He stated that ideas will be used to develop a vision for Pacific Blvd. and that additional presentations will be provided during future meetings.

PUBLIC COMMENTS

Mayor Perez opened public comments, indicating that this was the time for anyone in the audience to address the City Council on any matter of City business.

Linda Caraballo expressed concerns with the City's high turnover of staff and reported that Interim City Manager Morales has accepted a job out of the country and is leaving the City. She alleged that the City is turning away businesses that would be of benefit to the City and complained about the number of marijuana dispensaries operating in the City and that nothing is being done to shut them down. She added that everyone is "jumping ship" because the City has no money.

Rodolfo Cruz reported that Francisco Rivera has addressed Council on numerous occasions about an illegal taxi operation and that nothing has been done about it. He noted that Council represents the community and complained about marijuana dispensaries, damages done to the City and the abuse of public funds. He expressed concern that nothing is being done to make necessary improvements and suggested it is time to get rid of the root of the problem.

George Franco spoke regarding access to Council meetings and reported that transmissions are not clear and that the problem is not with Charter Communications.

Interim City Manager Morales reported that staff is working to solve existing technical issues.

Mayor Perez noted that Council Members will provide comments and response at the end of the meeting.

Mayor Perez called for any other public comments, and hearing none, declared oral communications closed.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

- 1. Approve Resolution No. 2014-21 to move the date of the General Municipal Election and approve the County of Los Angeles Registrar Recorder to conduct said Elections commencing in 2015.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution No. 2014-21 to move the date of the General Municipal Election and approve the County of Los Angeles Registrar Recorder to conduct said Elections commencing in 2015.
2. Approve the County of Los Angeles Registrar-Recorder to conduct the City's General Municipal Elections commencing in 2015.

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2. **Approve the Second Reading of Ordinance No. 930-NS repealing Ordinance No. 928-NS (moving the date of the City of Huntington Park's General Municipal Election to the first Tuesday after the first Monday in November of odd numbered years beginning in 2015).**

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

3. **Approve Accounts Payable and Payroll Warrants dated July 21, 2014.**
4. **Fiscal Year 2014-2015 Gann Expenditure Limit and Modifications under Proposition 111.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-22 establishing an appropriations limit for the Fiscal Year 2014-2015.

HUMAN RESOURCES

5. **Designate another period for granting two (2) years additional service credit with CALPERS Pursuant to Government Code 20903.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive the cost associated with implementing another designated period granting two (2) years additional service credit to eligible job classifications in the City.
2. Approve such program and direct staff to prepare a Resolution and required certifications for adoption by the City Council on August 4, 2014, to implement this program.

END OF CONSENT CALENDAR

Vice Mayor Macias referenced Item No. 5 and asked if the unions are involved in the process.

Interim City Manager Morales reported there are no managers taking the credit and that he has talked to them but has not gotten any feedback. He added that he feels the matter will be well-received by the union and that this is part of the plan to reduce the workforce voluntarily.

Mayor Perez reopened public comments.

Linda Caraballo commented on Item No. 3 noting that checks are being written against a deficit and that the City has outstanding debt and warrants.

Mayor Perez closed public comments.

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

PUBLIC HEARINGS - None

REGULAR AGENDA

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OFFICE OF THE CITY CLERK - None

COMMUNITY DEVELOPMENT DEPARTMENT

6. Second Reading of an Ordinance Amending Title 9, Chapter 4, Article 2 of the Huntington Park Municipal Code

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Second Reading and adopt an Ordinance amending Title 9, Chapter 4, Article 2 of the Huntington Park Municipal Code (HPMC) relating to the sales of alcoholic beverages.

Interim City Manager Morales introduced the item and noted this is the second reading of the ordinance.

Motion by Gomez, seconded by Hernandez, to approve the Second Reading and adopt an Ordinance amending Title 9, Chapter 4, Article 2 of the Huntington Park Municipal Code (HPMC) relating to the sales of alcoholic beverages, carried as follows: Ayes: Council Member Amezquita, Council Member Gomez, Council Member Hernandez, Vice Mayor Macias and Mayor Perez; Noes: None; Absent: None

FINANCE DEPARTMENT

7. Approval of Fiscal Year 2014-2015 General Fund Budget

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve General Fund Budget Adjustments for Fiscal Year ending June 30, 2015.

Interim City Manager Morales presented details of the Fiscal Year 2014-2015 General Fund Budget and noted the need to make a final decision regarding same. He provided an update and addressed revenues through June, 2014, Fiscal Year 2013-2014 General Fund Revenue performance, one-time revenue from the County of Los Angeles, property tax and sales tax and reported that the City's revenue base has increased. Additionally, he addressed expenses by department and projections and noted that the City is expecting \$1.2 million in additional revenues through August and that it has closed the gap. He presented the Fiscal Year 2014-2015 baseline and noted that the City expects to maintain expenditures at the same level with no increases except for inflationary costs (retirement and medical). Mr. Morales addressed Fiscal Year 2014-2015 budget adjustments and critical issues in the near-term adding that the City has a number of long-term issues that need to be addressed.

Council Member Amezquita commented on mitigating the need for layoffs with incentives.

It was noted there will be immediate savings with safety officers and that an analysis of the savings are available on the City's website.

8. Resolution and Annual Report for the City of Huntington Park Street Lighting Parks and Landscaping Special Tax District for Fiscal Year ending June 30, 2015.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-23 establishing and ordering the levy and collection of the annual special tax for City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2014-2015.

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Interim City Manager Morales introduced the item and presented details of the staff report.

Discussion followed regarding LED lights and the possibility of impacting the General Fund but not individual funds.

Interim City Manager Morales addressed monies that must go towards bonds, that lights are installed and that homeowners pay over time. Additionally, he commented on a refinancing structure that he arranged that saved the City approximately \$800,000.

Motion by Gomez, seconded by Hernandez, to adopt Resolution No. 2014-23 establishing and ordering the levy and collection of the annual special tax for City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2014-2015, carried as follows: Ayes: Council Member Gomez, Council Member Hernandez and Mayor Perez; Noes: Council Member Amezcuita; Abstain: Vice Mayor Macias; Absent: None

9. Authorization to Amend the Agreement with Parking Company of America for the Parking Structure located at 7015 Rita Avenue.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Interim City Manager to amend the agreement with Parking Company of America to pay for capital improvements at 7015 Rita Avenue.

Interim City Manager Morales introduced the item and presented details of the staff report. He addressed changing lighting, circulation pattern and installation of security cameras and reported that lighting will be paid from Measure R funds. There is no financial impact on the City's General Fund.

Motion by Hernandez, seconded by Gomez, to authorize the Interim City Manager to amend the agreement with Parking Company of America to pay for capital improvements at 7015 Rita Avenue, carried as follows: Ayes: Council Member Amezcuita, Council Member Gomez, Council Member Hernandez, Vice Mayor Macias and Mayor Perez; Noes: None; Absent: None

HUMAN RESOURCES – None

PARKS AND RECREATION DEPARTMENT

10. Update on Swimming Pool Program at Marquez High School

Parks and Recreation Supervisor Josette Espinosa introduced the item and deferred to staff for a report.

Gus Hernandez provided a PowerPoint presentation addressing background, collaboration with USA Pools to manage and staff the program, challenges, and start of the program, an overview of the program, schedule, costs, lifeguards and efforts to increase advertising levels and promote the program to the community. He added that staff has received positive feedback from the community.

Brief discussion followed regarding the costs to run the program.

Interim City Manager Morales noted that it is a subsidized program and that typically, the program does not make money. He added that staff is hoping for grants to expand the program in the future and commended staff for its implementation. He added that there will be no impact to the General Fund and that funds will be from CDBG monies.

Council Member Amezcuita commented on the possibility of opening the pool in the evening hours.

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Interim City Manager Morales noted this is a pilot program.

11. Recap from Parks and Recreation Director regarding the 4th of July event

Parks and Recreation Supervisor Josette Espinosa provided an overview of the recent 4th of July event addressing revenues, expenses and attendance and reported there was little cost to the City.

Brief discussion followed regarding the Beer Garden.

12. Update on Parks and Recreation Tiny Tots Program

Interim City Manager Morales and Assistant City Manager Danny Bueno provided a presentation on the Tiny Tots Program including details of a cost analysis. Mr. Bueno noted that the City provides rent, utilities, administration and overhead and addressed program subsidies and alternatives.

Brief discussion followed regarding reflecting the cost of the program.

Mayor Perez commented on the cost per hour and noted that it is not much, especially considering that it is not a baby-sitting service but rather an educational opportunity.

Council Member Gomez stated that it is a lot of money, especially when considering the City's demographics.

Council Member Amezcua agreed with Council Member Gomez and spoke on the importance of early education.

Council Member Gomez noted that this is an investment for the future and commented on the possibility of working together to address the challenges.

Council Member Hernandez suggested that staff contact programs that are offered for free.

Interim City Manager Morales reported that staff will continue to work with them and presented information regarding the Start Right program. He addressed the possibility of using contract instructors to provide the service and noted the cost differences between having a Recreation Coordinator as an instructor and outside contractors.

Discussion followed regarding instructing staff to look at other options for the program.

Interim City Manager Morales reported that staff can bring the item back with recommendations.

Vice Mayor Macias noted the importance of having options to provide needed services to the community.

Interim City Manager Morales commented on the possibility of providing a smaller subsidy if changes are made to the cost structure.

POLICE DEPARTMENT

13. Authorization to Renew Contract Agreement with the Los Angeles County Department of Animal Care and Control

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve and renew animal sheltering services agreement with the Los Angeles County Department of Animal Care and Control.

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Police Chief Cisneros provided a presentation addressing calls for service and a cost analysis and reported that the only option at this time is to provide the services through the County.

Council Member Gomez asked regarding the percentage of Code Enforcement time spent on animal care services versus permitting activities.

Chief Cisneros responded that he will research the matter and provide additional information to Council at a later date.

Mayor Perez inquired regarding the number of dogs allowed per household. She noted that many households have more than three (3) dogs.

Council Member Gomez commented on the need to be proactive to ensure proper licensing.

Mayor Perez asked regarding issues with cats and it was noted there is no permitting system for cats.

Chief Cisneros commented on efforts being made in terms of animal control and controlling costs.

Motion by Gomez, seconded by Hernandez, approve and renew animal sheltering services agreement with the Los Angeles County Department of Animal Care and Control, carried as follows: Ayes: Council Member Amezcuita, Council Member Gomez, Council Member Hernandez, Vice Mayor Macias and Mayor Perez; Noes: None; Absent: None

14. Road Closure for 2014 Police Department National Night Out

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the road closure along Miles Avenue from Saturn Avenue to Gage Avenue, and along Zoe Avenue from Templeton Street to Miles Avenue on August 5, 2014.

Chief Cisneros presented details of the staff report including a request to close Miles Avenue and community outreach efforts.

Council Member Hernandez reported that neighbors are happy with the service.

Motion by Gomez, seconded by Hernandez, approve the road closure along Miles Avenue from Saturn Avenue to Gage Avenue, and along Zoe Avenue from Templeton Street to Miles Avenue on August 5, 2014, carried as follows: Ayes: Council Member Amezcuita, Council Member Gomez, Council Member Hernandez, Vice Mayor Macias and Mayor Perez; Noes: None; Absent: None

PUBLIC WORKS DEPARTMENT

15. Purchase Order for Gasoline and Diesel Fuel for City Vehicles

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Interim City Manager to execute a Purchase Order with SC Fuels for the purchase of gasoline and diesel fuel for a not-to-exceed amount of \$350,000 for the 2014-2015 Fiscal Year.

Interim City Manager Morales presented details of the staff report addressing the bid process, fuel purchased yearly, savings related to Old Timers' Foundation, the total amount to be purchased and noted that cooperation with the Old Timers' Foundation will help the City save money.

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Discussion followed regarding the use of fuel-efficient vehicles by the Police Department.

Interim City Manager Morales reported that the City will save approximately 25 cents per gallon.

Motion by Gomez, seconded by Hernandez, authorize the Interim City Manager to execute a Purchase Order with SC Fuels for the purchase of gasoline and diesel fuel for a not-to-exceed amount of \$350,000 for the 2014-2015 Fiscal Year, carried as follows: Ayes: Council Member Amezcuita, Council Member Gomez, Council Member Hernandez, Vice Mayor Macias and Mayor Perez; Noes: None; Absent: None

16. Professional services agreement with Ron Bates and Enviro Communications, Inc. for public policy strategy and advocacy services in support of Regional Transportation Grand Funding opportunities.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Interim City Manager to prepare and execute a professional services agreement with Ron Bates for regional transportation coordination services.
2. Extend the professional services agreement with Enviro Communications, Inc. for public strategy and advocacy services in support of transportation grant funding opportunities.

Interim City Manager Morales presented details of the staff report and addressed the scope of service including formation of a Joint Powers Authority to include all southeast cities to help with regional transportation issues. It will allow the City to leverage resources and will be paid with Measure R monies.

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

CITY MANAGER

17. Update on Solid Waste Handling Services Request for Proposal

Interim City Manager Morales provided an update on the Solid Waste Handling Services Request for Proposals.

Mayor Perez opened public comments for this item.

Elba Romo expressed appreciation for the transparency of the process and reported that the information is posted on the City's website. She commented on residences and businesses getting a rate reduction and expressed concerns with levels of service, suggesting that it would be helpful to see the results of the customer service survey. She asked that the service report of proposers be part of the evaluation criteria including references, and inquired regarding the consequences of material facts not listed by the haulers.

Interim City Manager Morales reported that a summary of feedback regarding proposers as well as all of the proposals are available on the City's website. He added that the consultant ranked each company on a financial basis and that no ranking was provided in terms of recommended vendors.

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Linda Caraballo agreed with the previous speaker and expressed concerns with some of the haulers that submitted proposals. She addressed Council Members receiving campaign donations from potential haulers and suggested that those who did should recuse themselves from this matter.

David Sanchez, candidate for State Congress for the area, commented on restaurants in the City not offering water to customers.

Seeing and hearing no others wishing to address City Council, Mayor Perez closed public comments for this item.

Interim City Manager Morales addressed a recent special meeting noting that a summary and all hauler presentations are available on the City's website. He commented on City Council action and direction as well as on maintaining integrity in the process. He added that special meetings will be scheduled on July 23, 2014, at 6:00 p.m. and July 28, 2014, at 6:00 p.m. The July 23rd meeting will provide an opportunity for all haulers to present to City Council. Council will choose five (5) haulers to go onto the next stage which will be held on July 28th, wherein haulers will be interviewed and a decision will be made.

Council Member Hernandez expressed concerns with the guidelines for presentation.

Interim City Manager Morales reported that he and the Interim City Attorney will provide the guidelines prior to the meeting and commented on the integrity of the process through the submission of bids.

Mayor Perez noted that decisions will be based on what the haulers have already submitted.

Members of Council acknowledged the transparency of the process and thanked Mayor Perez for her efforts.

CITY ATTORNEY - None

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Parks and Recreation Supervisor Espinosa encouraged residents to participate in the Swim Program and commented on summer camps.

Chief Cisneros provided crime statistics for the month of June and thanked the community for its efforts.

Interim City Attorney Litfin reported this may be his last meeting and stated it has been an honor to serve the City.

Interim City Manager Morales thanked Parks and Recreation Supervisor Espinosa for her work and efforts on the City's Swim Program.

Council Member Amezcua asked regarding the status of Christmas lighting in the budget.

Interim City Manager Morales commented on working with the Chamber and City businesses in hopes of having them sponsor part of the lighting with the City matching at a 2:1 ratio.

Additionally, Council Member Amezcua asked regarding the status of the audit of waste haulers.

**MINUTES
HUNTINGTON PARK CITY COUNCIL
Monday – July 21, 2014 - 6:00 p.m.**

Interim City Manager Morales reported that the matter was discussed in Closed Session and that it will be brought before Council during an upcoming Closed Session and that staff will report out at that time.

Council Member Gomez commented on challenges with Charter Communications, access to Council meeting videos and having to deal with old technology. Additionally, he commented on medical marijuana dispensaries in the City and related challenges.

Vice Mayor Macias thanked everyone in attendance and encouraged more community participation.

Council Member Hernandez expressed pride in the City's Police Department and commended Chief Cisneros. She thanked Parks and Recreation Supervisor Espinosa for her efforts on the Swim Program and City parks and provided information to the Interim City Manager regarding refurbished asphalt. Additionally, she thanked Mayor Perez for her efforts.

Mayor Perez commented positively on City Council's collaboration and teamwork. She thanked Council Member Gomez for addressing marijuana dispensaries and reported that Members of Council will do what is right in representing all City residents.

ADJOURNMENT

There being no further business to come before the Huntington Park City Council, Mayor Perez adjourned the meeting at 10:08 p.m.

NEXT REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, AUGUST 4, 2014 at 6:00 p.m.

Rosa E. Perez, Mayor

Yesenia Gomez, Acting Jr. Deputy City Clerk

MINUTES
HUNTINGTON PARK CITY COUNCIL
A Special Meeting held in the City Council Chambers,
6550 Miles Avenue, Huntington Park, California
Wednesday – July 23, 2014 - 6:00 p.m.

CALL TO ORDER

Mayor Perez called the meeting to order at 6:20 p.m.

FLAG SALUTE

The Pledge of Allegiance to the Flag was led by Council Member Gomez.

ROLL CALL

Present: Council Member Valentin Palos Amezcuita
Council Member Mario Gomez
Council Member Ofelia Hernandez
Vice Mayor Karina Macias
Mayor Rosa E. Perez

Mayor Perez read the process to be followed by the presenters later in the meeting as well as the interview and selection process. She deferred to staff for a brief report.

Assistant to the City Manager, Danny Bueno provided a PowerPoint presentation addressing the RFP timeline and the interview and selection process. He presented an example of the voting tabulation to be followed at the end of the hauler presentations.

PUBLIC COMMENTS (CLOSED SESSION ITEMS ONLY)

Mayor Perez invited public comments for Closed Session items.

Linda Caraballo stated that the public is unable to comment on Closed Session items as the topics are not fully described in the agenda. She commented on the need for the City Clerk to report out from Closed Session after the City Council reconvenes to Open Session.

Seeing and hearing no others wishing to address Council, Mayor Perez closed public comments for Closed Session items.

Interim City Manager Morales announced that City Council will recess into Closed Session at this time (6:30 p.m.) to discuss the item listed under the Closed Session agenda.

CLOSED SESSION

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

City Council reconvened at 6:46 p.m. with all Council Members present.

Interim City Attorney Ann Levin reported that City Council met in Closed Session and that no reportable action was taken.

END OF CLOSED SESSION

PUBLIC COMMENTS

Mayor Perez opened public comments, indicating that this was the time for anyone in the audience to address the City Council on any matter of City business.

MINUTES
HUNTINGTON PARK CITY COUNCIL
Wednesday – July 23, 2014 - 6:00 p.m.

Rodolfo Cruz commented on various problems with potential haulers and urged the City to choose wisely, as the City is hurting.

Ricardo Gastelum expressed concerns that the City owes a lot of money and asked that City Council support the City and its residents. He noted that some of the haulers that have submitted proposals have failed performing in other cities and that they are not approaching the City in a transparent manner. He presented copies of newspaper articles questioning the performance of various haulers.

Edgar Gordilla hoped that the hauler chosen is good, honorable and reliable and does not exploit its workers and City contracts. He noted that many are large companies with questionable customer service records and opined that a smaller firm should be allowed the opportunity to serve the City since they tend to work harder and treat their employees well. Additionally, he urged Council to ensure that recycling be controlled so that the City is not listed as one of the dirtier cities in the area.

Elba Romo commented on the ranking of the haulers by cost but noted that when rates are considered, it tells a different story. She addressed the various sectors in the City and added there are only three (3) companies that do not increase rates for one of the sectors and consistently offer lower rates including UPW, Athens and Waste and Recycling Services. The others may be offering a low rate in one area but would be offset by another rate in another sector. She noted that the goal of the process is to improve service and lower rates.

Interim City Manager Morales noted that the RFP allows for rebalancing all the rate structures and Laith Ezzet, Sr. Vice President, HF&H, the City's consultant, confirmed same.

Linda Caraballo commented on the large amount of money involved in the contract. She reported that Waste Management contributed to the campaigns of various Council Members and hoped that other companies will be evaluated fairly and equitably. She noted that a jury ruled against Valley Vista in the amount of \$21 million for alleged disability discrimination and wrongful termination. She added they were supposed to disclose that, but did not. She commented negatively on UPW noting that they failed to pay a \$1 million franchise fee to the City of El Monte and lost their contract. She addressed innuendos between the Mayor and the owner of UPW and opined that the Mayor should abstain herself from this matter to avoid a conflict of interest. She expressed her trust of Elba and her company and asked that Council consider what she is saying.

Erika Santillan commented positively on the Republic Services vehicles, services and drivers. She spoke in support of Republic Services as the City hauler.

Cynthia Lindaverde expressed pride in the City but felt that more work needs to be done. She opined that big companies are not in tune with the City in terms of meeting residents' needs and addressed the importance of good customer service. She suggested that Council choose a small business and spoke against hiring a "corporate culture". She believed that choosing a smaller company, the company will care for the City and its residents; will hire locally and will provide better customer service.

Ana Rosa Peña commented positively regarding the City and stated that the previous speakers know what they are talking about and know what is done right and what is done wrong. She suggested that Council choose a small business as the City's hauler adding that everyone needs a chance. She believed that the City should choose a company with competitive rates and that will provide good rates. The City should choose the lowest bidder in doing what is right for the City and not pay favors in granting the contract.

MINUTES
HUNTINGTON PARK CITY COUNCIL
Wednesday – July 23, 2014 - 6:00 p.m.

Edgar Cervantes, a driver for Athens, commented positively on the company and its service noting that it is very professional. He opined it is time for the City to give Athens an opportunity to serve.

Seeing and hearing no others wishing to address Council, Mayor Perez closed public comments.

DISCUSSION AND POTENTIAL ACTION ITEM

Presentations by haulers that submitted Solid Waste Handling Services in response to the City's Solid Waste Handling Services Request for Proposals and Council selection of haulers to invite back for interviews.

Interim City Manager Morales presented results of a customer service survey and addressed categories assessed including customer service, program implementation and working with the City. He reported that all proposals are posted online as well as the customer service survey. He addressed transparency in the process and stated that no matter what, residents will win. He commented on the integrity of the process, decreased rates and increased franchise fees and noted that the City has done a great job in decreasing costs for residents and increasing City revenues.

Gary Clifford, Athens, introduced the team and noted that the company prides itself on customer service and that the company is family-owned. He reported that all calls are answered live and addressed commitment to the City, long-term disposal rates, transitioning and community outreach and education. Additionally, he noted their offer of a "City Stewardship Grant" of \$500,000.

Discussion followed regarding opening a local working office in the community, employment opportunities for residents and guaranteeing rates for the term of the contract.

Dean Ruffridge, CR&R Environmental Services, introduced his colleague and presented details of their proposal to the City. He provided a history of the company and addressed their infrastructure, organic waste capabilities, diversion rates, the company's financial solvency, transitioning and enhancements including street-sweeping services. He noted that rates are reduced by a minimum of 15% and addressed franchise fees, recycling, other options proposed.

Judy Gregory, NASA, introduced the team and commented on the unique qualities about the company that sets it apart from others. She commented on the company's growth over the last fifty (50) years and noted that it will be a community partner. Ms. Gregory provided highlights of their residential and commercial programs, community involvement, awards and key proposal elements.

Sam Peña and Elizabeth Martinez, Republic Services Consolidated Disposal, commended the City for the transparent process and commented on the proposals submitted. He addressed changes in the waste disposal system, rising diversion goals and sustainable rates. Additionally, he commented on opening a local office in cooperation with the Huntington Park Chamber of Commerce and noted that Republic has an exclusive contract with LAUSD and is a local company.

Laith Ezzet, Sr. Vice President, HF&H, the City's consultant, noted that the RFP required that all proposals to open a local office.

Michael Kandilian, United Pacific Waste (UPW), provided information on the company noting that it is a local company, based in the City of Pico Rivera, and family-owned. He addressed transitioning and proposal highlights in terms of cost-competitiveness, rate reduction for refurbished carts, diversion plans, and equipment, a comparison with the top three (3) companies, access to management, community outreach, enhancements, customer service and local hiring.

MINUTES
HUNTINGTON PARK CITY COUNCIL
Wednesday – July 23, 2014 - 6:00 p.m.

Mark Blackburn, President and Owner of Universal Waste Systems (UWS), provided a history of the company and addressed their service, transfer station, organic compost facility, goals of their proposal, savings over the life of the contract, recycling rates, transitioning and increased franchise fees for the City. He addressed diversion and highlighted qualities that make them different from other proposers.

RECESS/RECONVENE

Mayor Perez called for a recess at 8:09 p.m. The assembly reconvened at 8:24 p.m. with all Members, present.

David Perez, Valley Vista, provided information on the company and pointed out its strengths. He commented on the process and noted they want to be part of the community. He addressed their rates, pride in their employees, customer service, processing for high diversion, and franchise revenue to the City over the term of the contract and a summary of their proposal.

It was noted that the RFP requires a local office but not a local yard.

Janine Hamner, Waste Management, thanked the City for the opportunity to present and for the process. She introduced her team and noted they are the City's current provider. She reported that they have heard the community and are therefore, proposing lowering residential rates by 31%. She addressed community involvement, local hiring, and securing grants for the City and business development and noted that they are the only hauler that is a member of the Huntington Park Chamber of Commerce. She added that the Chamber Board submitted a letter in support of Waste Management and addressed the importance of recycling. In addition, she provided information on recognitions and awards and the company's partnership with the City.

It was noted that Waste Resources, Inc., (WRI) is not present and was therefore, removed from consideration.

Elba Romo, Waste and Recycling Services (WRS), provided information regarding the company and a summary of their proposal. She addressed rates, diversion, financial stability, enhancements, customer service and environmental stewardship. Additionally, she submitted letters of recommendation from present customers.

RECESS/RECONVENE

Mayor Perez called for a recess at 8:51 p.m. The assembly reconvened at 9:00 p.m. with all Members, present.

Interim City Manager Morales presented the results of the first round of tallying. There was a tie; therefore, it was necessary to go through another round of tallying.

RECESS/RECONVENE

Mayor Perez called for a recess at 9:02 p.m. The assembly reconvened at 9:08 p.m. with all Members, present.

Interim City Manager Morales presented the results of the second round of tallying and listed the haulers chosen for the next round of presentations and interviews. These include Athens, CR&R, NASA, UWS and WRS. He added that the information will be posted on the City's website and that a selection will be made on July 28, 2014, with final approval on August 4, 2014.

ADJOURNMENT

There being no further business to come before the Huntington Park City Council, Mayor Perez adjourned the meeting at 9:12 p.m.

MINUTES
HUNTINGTON PARK CITY COUNCIL
Wednesday – July 23, 2014 - 6:00 p.m.

NEXT SPECIAL MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, JULY 28, 2014 at 6:00 p.m.

Rosa E. Perez, Mayor

Yesenia Gomez, Acting Jr. Deputy City Clerk

MINUTES
HUNTINGTON PARK CITY COUNCIL
A Regular Meeting held in the City Council Chambers
6550 Miles Avenue, Huntington Park, California
Monday, August 4, 2014 at 6:00 p.m.

CALL TO ORDER

Mayor Perez called the meeting to order at 6:23 p.m.

INVOCATION

Mayor Perez led the assembly in the invocation.

FLAG SALUTE

The Pledge of Allegiance to the Flag was led by Yandel Garcia, 3rd grade student at Pacific Boulevard Elementary School.

ROLL CALL

Present: Mayor Rosa E. Perez
Vice Mayor Karina Macias
Council Member Ofelia Hernandez
Council Member Valentin Palos Amezcua
Council Member Mario Gomez (arrived at 6:38 p.m.)

Absent: None.

At the request of Interim City Manager Julio Morales, it was so ordered by Mayor Perez that Item No. 7 of the Regular Agenda be presented immediately following Closed Session.

PRESENTATIONS AND ANNOUNCEMENTS

Presentation to student who led the flag salute: Yandel Garcia

Mayor Perez and City Council presented a Certificate of Appreciation to Yandel Garcia for leading the flag salute.

Presentation of Parklet

Vanessa Delgado of Primestor (City consultant for the Downtown Revitalization Plan) presented a video recording of the two parklets recently installed at Dino's Burgers and Tierra Mia coffee shop on Pacific Boulevard, with a message of gratitude to the featured businesses and grand opening sponsors from Mayor Perez.

Interim City Manager Morales thanked Economic Development and Public Works staff for their work in the successful installation of the parklets. Mr. Morales stated that the parklets were the beginning to the revitalization of Pacific Boulevard.

Presentation by Primestor: Downtown Revitalization Update

Melanie Smith of Melendrez (City consultant) displayed a PowerPoint presentation of the Downtown Revitalization Plan - Strategy for Pacific Boulevard Streetscape Plan which included: i) the Plan's Goal Setting, ii) Streetscape Design; iii) Pacific Promenade; iv) logo and branding; v) proposed Paseo Design Guidelines; vi) proposed streetscape improvements such as street trees, lighting, cultural shade elements and street furniture.

(Council Member Gomez arrived and took his seat at 6:38 p.m.)

**MINUTES
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A discussion was held on funding and phasing of the streetscape plan. Interim City Manager Morales stated that City staff would continue to pursue funding sources through the Metro Call for Projects Program and other grant opportunities to continue moving forward with the implementation of Pacific Boulevard's revitalization plan.

Presentation by The Greater Area Chamber of Commerce Restaurant Week

Leticia Martinez, Executive Director/CEO, announced the first annual "Taste of Huntington Park Restaurant Week" on August 18-22, 2014. Ms. Martinez stated that the citywide event was to showcase the variety of foods offered in Huntington Park's restaurants. Ms. Martinez encouraged City officials, staff, and the community to participate and requested that outdoor dining be allowed at no charge to restaurant businesses.

Interim City Manager Morales stated that an item would be placed on the next City Council agenda requesting a fee waiver for outdoor dining in support of the event.

Senator Ricardo Lara: SB 1350/Huntington Park Office Open House

Jesus Diaz of Senator Lara's Huntington Park Office presented a news video clip aired on KABC Channel 7 News on Friday, August 1, 2014, reporting on Senator Lara's authored SB 1350 requiring diaper changing stations in men's, women's, and family restrooms.

Mr. Diaz announced an invitation to Senator Lara's Huntington Park Office Open House on Thursday, August 7, 2014, 5 p.m. to 8 p.m.

Parking Ticket Amnesty Program Update

Annie Ruiz, Acting Director of Finance, reported that the recovery rate for the Amnesty Program was 2.5% or \$49,166 with a net amount of \$35,000.

PUBLIC COMMENTS (CLOSED SESSION ITEMS ONLY)

Mayor Perez opened Public Comment on Closed Session items.

Linda Caraballo came forward and stated that 1) former City employee Yadira Lopez was an outstanding employee and well respected by her peers and that it was a shame that the City could not resolve personnel issues related to her resignation; 2) asked if the next appointment of the City Manager would be on an interim basis; 3) further discussion is needed on the trash hauling contract with United Pacific Waste (UPW) and the customer cost of trash hauling services; and 4) the City can no longer afford high cost litigation since it loses half of litigation matters because the City does not "have good litigators."

With no one else coming forward, Mayor Perez closed Public Comments on Closed Session items.

City Attorney Isabel Birrueta announced that the first Closed Session Item listed (Conference with Legal Counsel – Existing Litigation – Yadira Lopez) would not be discussed due to the attorney unable to be present. Ms. Birrueta announced City Council will recess into Closed Session at this time (7:18 p.m.) to discuss the items listed in the Closed Session agenda.

CLOSED SESSION

Pursuant to California Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Name of Case: Yadira Lopez, Case No. WCAB No. ADJ9167991

**MINUTES
HUNTINGTON PARK CITY COUNCIL
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Pursuant to California Government Code Section 54957;
PUBLIC EMPLOYMENT/APPOINTMENT
Title: City Manager

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

City Council reconvened at 8:07 p.m. with all Council Members present except Council Member Amezcua.

City Attorney Birrueta clarified that in reference to CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, the correct Subdivision of the California Government Code is **(e)**, i.e, California Government Code Subdivision (e) of Section 54956.9. Ms. Birrueta reported that, during closed session City Council gave direction but no reportable action was taken.

(Council Member Amezcua took his seat at 8:08 p.m.)

END OF CLOSED SESSION

As so ordered by Mayor Perez, Item No. 7, Regular Agenda, was presented out of order.

REGULAR AGENDA – FINANCE DEPARTMENT ITEM NO. 7

7. Resolution declaring Fiscal emergency in Huntington Park and authorization to place half-cent sales tax on November 2014 ballot.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the suggested form of the ballot question to be presented to Huntington Park voters
2. Unanimously adopt a resolution that:
 - a) Incorporates the proposed ballot question;
 - b) Makes the requisite findings within the meaning of the California Constitution;
 - c) Calls a Special Municipal Election to be held November 4, 2014 for Huntington Park voters to consider and approve a half-cent transactions and use tax;
 - d) Requests consolidation of the City's special election with the County-administered General Election of the same date;
 - e) Establishes procedures for the conduct of the election and submission of arguments
3. Unanimously approve an urgency ordinance which implements the transactions and use tax, subject to the condition that the urgency ordinance will only take effect if a majority of Huntington Park voters approve the ballot measure seeking approval of this ordinance and the tax established herein at the November 4, 2014 Special Municipal Election.

Mayor Perez opened and called for public comments.

Claude Bilodeau, Public Works Superintendent, spoke in favor of the proposed resolution and stated that the proposed tax would help maintain existing services, parks programs, maintenance, and senior citizen programs. Mr. Bilodeau encouraged Council Members to adopt the resolution and let the voters decide on the proposed tax.

**MINUTES
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Linda Caraballo came forward and spoke against calling a special election and against the proposed tax measure. Ms. Caraballo stated that imposing a new tax would drive residents to shop elsewhere. Ms. Caraballo stated that the City had "overextended" its spending and was unable to recover, and asked why the City was going to the residents to pay more. Ms. Caraballo asked Council Members to vote no on the proposed resolution.

Rodolfo Cruz spoke against the proposed tax and stated that it was unfair for residents to have to pay more taxes imposed by the City.

Sandra Orozco, Maywood resident, stated that she suffers from Multiple Sclerosis and that after visiting the women's restroom finds that the City is not in compliance with ADA requirements. Ms. Orozco complimented the new City Attorney law firm and welcomed City Attorney Isabel Birrueta.

Mayor Perez stated that the City would look into the ADA comments.

Interim City Manager Morales stated that other bathrooms would be looked at to ensure compliance. Mr. Morales reminded the audience that at this time public comments were limited to Item 7 only.

An unidentified member of the audience came forward to speak against the proposed tax increase and added that City commissions should be eliminated.

Sandra Orozco came forward and stated that the sales tax increase was not a good idea and that it would not help the low income residents of the community.

George Franco spoke against the proposed tax and stated that a previous tax imposed by the City was not used for police services as endorsed by the City and now the City was asking for another tax.

With no one else coming forward, Mayor Perez closed public comments.

Richard Padilla, attorney with the law firm Olivarez Madruga, summarized details of the proposed transaction and use tax. Mr. Padilla stated that special features of the tax were that it applies to large goods and not to food, prepared food, or alcohol. Mr. Padilla added that a special requirement to place the tax on the ballot is the unanimous approval by Council of the resolution and that notice of the special election on November 4, 2014 must be given no later than Friday, August 8, 2014. Mr. Padilla stated that if the tax measure is placed later in the March 2015 general election, it would require a two-thirds approval, however would delay the implementation of the tax to the fiscal year after election certification.

Assistant to the City Manager Danny Bueno displayed a PowerPoint presentation outlining key points related to the proposed resolution including:

- i) Tax would be levied for five years
- ii) Tax would add \$2 million per year
- iii) Tax would maintain city service levels
- iv) City Council unanimous vote for approval is required
- v) Deadline for the notice of the a special election is August 8, 2014

Interim City Manager Morales spoke regarding the General Fund structural deficit in Fiscal Year 2014-15 and the \$2.5 million pension dispute with the State Department of Finance. Mr. Morales stated that he did **not** recommend that the City file for bankruptcy. Mr. Morales added that at one time the City had \$25 million in reserves, and was now at \$8 million. Mr. Morales recommended that Council approve placing the measure on the ballot and let the tax payers decide. Mr. Morales stated that time was of the essence and respectfully requested that the Council strongly consider the approval of the resolution.

MINUTES
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Vice Mayor Macias asked if the City's rating would be affected by declaring a fiscal emergency. Mr. Morales stated no.

Attorney Padilla suggested that the proposed resolution include wording referencing the unanimous finding that there is a fiscal emergency requiring placing a question concerning the proposed tax on the ballot in November.

Motion by Hernandez, seconded by Gomez, to approve a resolution declaring fiscal emergency in Huntington Park and authorization to place half-cent sales tax on November 2014 ballot **died as follows**: Ayes: Council Member Hernandez and Mayor Perez; Noes: Council Member Amezcuita, Vice Mayor Macias, Council Member Gomez

PUBLIC COMMENTS

Mayor Perez opened and called for public comments, indicating that this was the time for anyone in the audience to address the City Council on any matter of City business.

Luis Gonzalez, Reynoso Youth Band, thanked Director of Parks and Recreation Josette Espinosa for her assistance in the upcoming 4th Annual Community Fair on Saturday, August 16, 2014, from 1 p.m. to 9 p.m., at Salt Lake Park. Mr. Gonzalez stated that the fair was to celebrate local businesses and promote healthy lifestyles.

Alfonso Lua, Reynoso's Hit and Walk, Inc., thanked the Police Department for educating the community on law enforcement, and Council Members and staff for doing a good job.

Elba Romo addressed City Council regarding the trash hauling contract recently awarded to UPW. Ms. Romo stated that UPW did not meet the requirements stipulated in the Request for Proposals (RFP) related to disclosure of creditors and financial statements and added that all the trash carts had to be new. Ms. Romo further stated that transparency demands integrity, and if the company does not abide to the RFP, then it should be disqualified.

Francisco Rivera stated that Pacific Boulevard should be maintained clean. Mr. Rivera added that there were very limited options for shopping and restaurants and that new stores and restaurants would bring more people to the City.

Reynoso's representative 1) thanked the Police Department to allow young adults to tour the Police Department; 2) thanked Council Members who voted no on the tax increase; and 3) invited City Council and staff to the 4th Annual Community Fair.

Interim City Manager Julio Morales read a written public comment left by former Council Member Elba Guerrero expressing her concerns with the trash hauling contract, which read in part: "I realize Council received additional information that residents weren't prevy (sic) to. I just ask any current legal matters are taken into consideration when ratifying contract today."

Rodolfo Cruz stated that City Council does not send information to voters and reminded them about honesty.

Linda Caraballo stated that the Mayor elections were procedurally incorrect. Ms. Caraballo added that Council Member Gomez should be the sitting mayor and that Mayor Perez was "sitting in that seat illegally."

An unidentified speaker stated that Roberts Rules of Order are not followed by Council. He asked that the Council work together, stop bickering, and communicate.

Nick Ioannidis (Nick the Greek) came forward and spoke of the lack of street parking. Mr. Ioannidis stated that the City should impose overnight parking permit fees. Mr. Ioannidis added that the City needs to have clean streets.

**MINUTES
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Mayor Perez called for any other public comments, and hearing none, declared Public Comments closed.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

1. Approve minutes of the following City Council meeting:

1-1 Regular meeting held Monday, July 7, 2014.

FINANCE DEPARTMENT

2. Approve Accounts Payable and Payroll Warrants dated July 21, 2014.

CITY MANAGER

3. Resolution granting another designated period for two years additional service credit.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve and adopt Resolution No. 2014-24 and the required certifications granting another designated period for two years additional service credit with CALPERS, pursuant to Government Code Section 20903 for eligible job classifications.

END OF CONSENT CALENDAR

Motion by Gomez, seconded by Macias, to approve the Consent Calendar, with revision to the minutes presented by correcting the Interim City Manager's name from Moreno to Morales, carried as follows: Ayes: Council Member Amezquita, Vice Mayor Macias, Council Member Hernandez, Council Member Gomez, and Mayor Perez; Noes: None.

REGULAR AGENDA

4. Discussion of Solid Waste Franchise Agreement with United Pacific Waste and Recycling Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Provide the Interim City Manager direction regarding final deal points for solid waste franchise agreement with UPW;
2. Determine whether or not to rebalance service rates to reflect across-the-board savings to all ratepayers or to accept the UPW rate schedules as proposed;
3. Determine whether or not to use refurbished carts at a savings of \$1.25 per household per month.

Interim City Manager Julio Morales presented the item.

Vice Mayor Macias recommended to table the item due to non-disclosure of legal cases and refer to the City Attorney for review and research.

**MINUTES
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After a brief summary of the information provided to the City Attorney's office regarding the status of existing UPW legal matters, City Attorney Birruela recommended to table the item to conduct research and provide a report to City Council.

Motion by Macias, seconded by Gomez, to table the item in order to research compliance with the RFP and the type and extent of outstanding issues, carried as follows: Ayes: Council Member Amezquita, Vice Mayor Macias, Council Member Hernandez, Council Member Gomez and Mayor Perez; Noes: None.

Mayor Perez opened and called for public comments.

Linda Caraballo came forward and stated that the integrity of the RFP was damaged and that other businesses would sue the City.

City Attorney Birruela stated that the criteria regarding the company's legal actions calls for matters within five years and that a review by the City Attorney would be made.

Interim City Manager Morales recommended that for continuity purposes, Attorney Patrick Muñoz of Rutan and Tucker would be assigned this matter.

Council Members unanimously approved Mr. Morales' recommendation.

5. Approve Professional Services Agreement with Olivares Madruga to serve as the City Attorney for the City of Huntington Park

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a Professional Services Agreement with Olivarez Madruga to provide general law services for the City of Huntington Park;
2. Authorize the Interim City Manager to execute the contract.

Interim City Manager Morales presented the item and stated that on July 30, 2014, five law firms were interviewed and that by a 5-0 vote, the City Council selected the law firm of Olivarez and Madruga to serve as the City's attorney.

Mayor Perez opened and called for public comments.

Linda Caraballo asked if the City can select "people that don't come from El Monte." Ms. Caraballo stated that the firm does not have a great track record. Ms. Caraballo asked "why all Latinos" are selected to serve and stated that it seemed "a little racist."

Sandra Orozco stated that she disagreed with the previous speaker and found the selected law firm "one of the best and finest." Ms. Orozco stated she supported the incoming law firm and welcomed it to the City of Huntington Park.

Interim City Manager Morales reiterated that five law firms had been interviewed.

Motion by Gomez, seconded by Macias, to approve the Professional Services Agreement with Olivarez Madruga to provide general law services for the City of Huntington Park, carried as follows: Ayes: Council Member Amezquita, Vice Mayor Macias, Council Member Hernandez, Council Member Gomez, and Mayor Perez; Noes: None.

6. General Fund line item budget approval.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Fiscal Year 14-15 General Fund Budget through October 20, 2014

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Acting Director of Finance Annie Ruiz displayed a PowerPoint presentation and reviewed the FY 13-14 year-end budget. Ms. Ruiz reported an increase in utility users' and franchise taxes and further that an increase in property taxes is expected. Ms. Ruiz stated that revenues from Planning and Zoning services have decreased by 21 percent.

Interim City Manager Morales reported on the City's \$3.2 million structural deficit for the new fiscal year and stated that the City has significant OPEB (Retiree Medical) liability and that it faces poor financial long term implications.

Mayor Perez asked for a solution in the matter.

Mr. Morales stated that cuts were necessary, including reductions in staff.

Mayor Perez asked if Mr. Morales would like to have a special Council meeting to consider budget approval.

Vice Mayor Macias stated that it would be better to hold a regular meeting.

Council Member Gomez stated that a regular meeting would allow for maximum input from the public.

Council Member Amezcua suggested that to avoid pink slips, employees be asked to consider furloughs or reduced salaries.

Interim City Manager Morales stated that furloughs are not recommended.

Motion by Gomez, seconded by Macias, to reconsider this item at the next regular meeting of the City Council, carried unanimously

8. Drought emergency water use restrictions

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Find that the determination of a water supply shortage and implementation of Phase III water conservation measures are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15307 (Actions by Regulatory Agencies for a Protection of Natural Resources); and
2. Adopt Resolution No. 2014-25, a resolution of the City Council of the City of Huntington Park Ordering Implementation of a Phase III shortage pursuant to Title 6, Chapter 5, Article 4 of the City of Huntington Park Municipal Code.

Water Consultant Desi Alvarez displayed a PowerPoint presentation summarizing that the current drought conditions affecting the State of California have caused the State to declare a state of emergency and adopt regulations for water conservation.

(Council Member Gomez left his seat at 10:23 p.m. and returned at 10:27 p.m.)

Mr. Alvarez reviewed the general requirements of the emergency water conservation regulations as well as the requirements imposed on urban water suppliers. Mr. Alvarez stated that failure to comply with the State's mandates could result in penalties of up to \$10,000 per day and added that the State has given recommendations to increase public awareness. Mr. Alvarez briefly reviewed the Mandatory Water Conservation Measures which include that watering lawn/landscape shall be restricted to Monday and Thursday between 6:00 a.m. to 6:00 p.m.

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A brief discussion was held. Vice Mayor Macias suggested to look at community organizations such as Citizens for a Better Environment (CBE) and the Chamber of Commerce in the City's outreach efforts.

Council Member Amezquita stated that the option to water lawns three days per week should be considered.

Motion by Gomez, seconded by Hernandez, to find that the determination of a water supply shortage and implementation of Phase III water conservation measures are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15307 (Actions by Regulatory Agencies for a Protection of Natural Resources); and adopt Resolution No. 2014-25, a resolution of the City Council of the City of Huntington Park Ordering Implementation of a Phase III shortage pursuant to Title 6, Chapter 5, Article 4 of the City of Huntington Park Municipal Code, carried as follows: Ayes: Council Member Amezquita, Vice Mayor Macias, Council Member Hernandez, Council Member Gomez, and Mayor Perez; Noes: None.

WRITTEN COMMUNICATIONS

None.

COUNCIL COMMUNICATIONS

Mayor Perez directed staff to look into the possibility of irrigating the field located next to the water well as well as possible uses for run-off water.

Huntington Park Police Lieutenant Martinez announced that National Night out will be held on Tuesday, August 5, 2014, from 5 p.m. to 9 p.m.

Interim City Manager Morales thanked the City Council for their efforts.

Council Member Amezquita asked the City Attorney to follow up on the trash haul contract and look if they have complied with financial disclosures.

City Attorney Birrueta stated that she would communicate with Patrick Muñoz of Rutan and Tucker on the matter.

Council Member Amezquita stated there were so many taxes imposed on residents and businesses. Regarding pink slips, Mr. Amezquita stated that there are other options on the table.

(Council Member Hernandez excused herself from the meeting at 10:55 p.m.)

Council Member Gomez stated that Council has to make a fiscal decision. Mr. Gomez further stated that he was prepared to go with the majority of Council. Mr. Gomez added that he disagreed with the racist comments that were made earlier in the meeting.

Vice Mayor Macias thanked the public and City Attorney regarding the trash contract. Ms. Macias stated that it would cost money to put the tax measure on the ballot in November and that the Council could look at March.

ADJOURNMENT

There being no further business to come before the Huntington Park City Council, Mayor Perez adjourned the meeting at 11:03 p.m.

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NEXT REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, AUGUST 18, 2014 AT 6:00 P.M.

Rosa E. Perez, Mayor

Yesenia Gomez, Acting Jr. Deputy City Clerk

CITY OF HUNTINGTON PARK
Demand Register
8/18/2014

Date: 8/14/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AAA ELECTRICAL SUPPLY INC	105885-00	111-8022-419.43-10	CITY HALL LAMPS	30.89	N
				30.89	
ADLERHORST INTERNATIONAL, INC.	20644	229-7010-421.74-10	K-9 ON-SITE TRAINING	1,600.00	N
				1,600.00	
ADMINISTRATIVE SERVICES COOP, INC.	317889	219-0250-431.56-45	APR 2014 ADMIN FEE	61,320.83	Y
	318381	219-0250-431.56-45	MAY 2014 ADMIN FEE	76,209.45	Y
	318862	219-0250-431.56-45	JUN 2014 ADMIN FEE	72,059.47	Y
				209,589.75	
ADOLFO PACHECO	6/30-7/23/14	111-6060-466.33-20	303134-A6, KARATE	486.40	N
	7/3-7/24/14	111-6060-466.33-20	304184-A6, GUITAR	243.20	N
				729.60	
ADVANCED INC	14790	111-6022-451.56-41	AUG 14 JANITORIAL SRVCS	5,776.16	N
	14790	111-7020-421.56-41	AUG 14 JANITORIAL SRVCS	3,675.44	N
	14790	111-8022-419.56-41	AUG 14 JANITORIAL SRVCS	2,107.97	N
	14790	111-8020-431.56-41	AUG 14 JANITORIAL SRVCS	341.68	N
	14795	111-7010-421.56-41	AUGUST 2014	160.00	N
				12,061.25	
AFSCME COUNCIL 36	PPE 08/03/2014	802-0000-217.60-10	GEN EMP ASSB AFSCME DUES	680.40	Y
				680.40	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AL'S BODY SHOP	20651	741-8060-431.43-20	18 AUG 2014 PURCH ORD I	2,718.86	N
				2,718.86	
ALEJANDRA CONTRERAS	45961-46157	111-0000-347.20-00	REFUND - YTH BASEBALL	55.00	Y
				55.00	
ALVAKA NETWORKS	152770SA	111-7010-421.56-41	ONSITE NETWORK SRVCS	900.00	N
	152763SA	111-7010-421.56-41	ONSITE NETWORK SRVCS	900.00	N
	152817	111-7010-421.56-41	ONSITE NETWORK SRVCS	1,220.00	N
	152837	111-7010-421.56-41	ONSITE NETWORK SRVCS	5,289.00	N
	152801SA	111-7010-421.56-41	ONSITE NETWORK SRVCS	900.00	N
				9,209.00	
AMERI PRIDE UNIFORM SERVICES INC	1400890103	111-8020-431.16-20	LAUNDRY/RENTAL SERVICE	109.41	N
	1400890103	741-8060-431.61-20	LAUNDRY/RENTAL SERVICE	23.00	N
	1400895703	741-8060-431.61-20	LAUNDRY/RENTAL SERVICE	23.00	N
	1400895703	111-8020-431.16-20	LAUNDRY/RENTAL SERVICE	114.66	N
				270.07	
AMERICAN FAMILY LIFE ASSURANCE	PPE 08/03/2014	802-0000-217.50-40	CANCER INSURANCE	106.58	Y
				106.58	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AMERICAN RENTALS INC	350722	111-8010-431.61-20	CONCRETE TRAILER RENTAL	161.67	N
	351573	111-8010-431.61-20	CLEANING FEE	218.00	N
	351450	111-8010-431.61-20	TRAILER RENTAL	283.40	N
AMERICAN RENTALS INC	351453	111-8010-431.61-20	TRAILER RENTAL	283.40	N
	351408	111-8010-431.61-20	TRAILER RENTAL	141.70	N
				1,088.17	
AMERICAN TRANSPORTATION SYSTEMS	49391	219-0250-431.57-70	SUMMER CAMP TRIP	1,237.60	N
	49367	219-0250-431.57-70	SUMMER CAMP TRIP	950.30	N
				2,187.90	
ANABEL TERRAZAS	192634	111-7010-421.59-20	PARKING REIMBURSEMENT	3.00	N
				3.00	
ANDREW TORRES	HP-S0007	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
				88.00	
ANDREW WING	HP-S0009	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
				88.00	
BARTEL ASSOCIATES, LLC	14-454	217-0230-413.56-41		607.50	N
				607.50	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
BEHAVIOR ANALYSIS TRAINING	09/18-09/12/14	111-7010-421.59-20	INTERROGATION TECHNIQUES	481.00	N
				481.00	
BERNADETTE REYES		111-0000-228.20-00	CIVIC CTR PARK REFUND	75.00	Y
				75.00	
BERSERK ATHLETICS	3748	111-6040-451.61-35	SPRING 2014 AWARDS	220.00	N
				220.00	
BG PRINTING	25066	111-6010-451.61-20	PARKS & REC OFFICE SUPPLI	103.55	N
	25050	111-7010-421.61-21	PD BUSINESS CARDS	41.97	N
	25050	111-7022-421.61-24	PD BUSINESS CARDS	147.15	N
	25052	111-3010-415.61-20	LUNCH/ICE CREAM TRK STICK	163.50	N
	25054	111-3010-415.61-20	CLOSING BILL STATIONARY	119.90	N
				576.07	
BOB BARKER COMPANY INC.	WEB000325821	121-7040-421.56-14	JAIL SUPPLIES	130.29	N
	WEB000325781	121-7040-421.56-14	JAIL SUPPLIES	18.16	N
	WEB000325979	121-7040-421.56-14	JAIL SUPPLIES	11.74	N
				160.19	
BRADLEYS PLASTIC BAG CO	305940	111-7022-421.61-27	JAIL SUPPLIES	75.57	N
				75.57	
BRIDGET PEREZ	HP-002	111-6010-451.64-00	PARKS & REC STAFF TRAININ	100.00	N
				100.00	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
BUENA PARK HONDA	360790	741-8060-431.43-20	REPLACE DOOR HANDLE	41.10	N
				41.10	
BURHENN & GEST LLP	RE: 13-TC-01&02	681-8030-461.32-70	PROF SRVCS RENDERED	1,816.02	N
				1,816.02	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 05/25/2014	802-0000-217.30-10	EMPLOYEE RETIREMENT FUND	37,691.18	N
	PPE 05/25/2014	802-0000-218.10-10	EMPLOYEE RETIREMENT FUND	21,764.87	N
	PPE 05/25/2014	802-0000-218.10-10	EMPLOYEE RETIREMENT FUND	69,887.21	N
	14277769	216-0230-413.24-05	2014 REPLCMNT CHARGES	887.31	Y
CALIF PUBLIC EMPLOYEES RETIREMENT	14277769	216-0230-413.24-05	2014 REPLCMNT CHARGES	21,841.56	Y
				152,072.13	
CALIFORNIA CONSULTING	463	111-0210-413.56-41	SCONSULTING SERVICES	4,000.00	N
				4,000.00	
CALPERS	PPE7/6/14	802-0000-217.30-10	EMPLOYEE RETIREMENT FUND	36,160.35	N
	PPE7/6/14	802-0000-218.10-10	EMPLOYEE RETIREMENT FUND	25,323.66	N
	PPE7/6/14	802-0000-218.10-10	EMPLOYEE RETIREMENT FUND	72,328.03	N
	PPE7/6/14	216-0230-413.23-00	EMPLOYEE RETIREMENT FUND	100.00	N
	PPE7/6/14	216-0230-413.24-00	EMPLOYEE RETIREMENT FUND	100.00	N
				134,012.04	
CARLA ENRIQUETA TORRES GARCIA	07/11-08/01/14	111-6060-466.33-20	305654-A8 CREATIVE LITTLE	336.00	N
	07/08-07/31/14	111-6060-466.33-20	303524-B2 PEEWEE SPORTS	448.00	N
				784.00	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CARLOS GOMEZ	0004	745-9030-413.56-41	EMPLOYEE WELLNESS-JULY	475.00	N
				475.00	
CELL BUSINESS EQUIPMENT	IN1610534	111-7010-421.44-10	PD COPIER EXPENSE	102.20	N
				102.20	
CENTRAL FORD	237055	741-8060-431.43-20	CONTROL MODULE	651.51	N
	237068	741-8060-431.43-20	CORE CREDIT	-110.00	N
				541.51	
CENTURY 21 POWERHOUSE REALTY	48486	111-0000-228.20-00	Salt Lake Lng Dpst Refund	500.00	N
				500.00	
CHARTER COMMUNICATIONS	07/31-08/30/14	121-7040-421.56-14	ACCT #824510 0070389644	128.43	N
				128.43	
CHRISTOPHER WIGGINS	7892	111-7010-421.59-20	08/20-08/23/14 TRAINING	280.00	N
				280.00	
CIRCLE K	11166	111-0000-228.70-00	BUSIN-LICENCE OIL REFUNDS	60.00	N
				60.00	
CITY OF HUNTINGTON PARK - STANDARD	PPE 08/03/2014	802-0000-217.50-70	ADD LIFE INSURANCE	956.29	N
				956.29	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 08/03/2014	802-0000-217.30-30	SECTION 125	411.83	Y
				411.83	
CITY OF HUNTINGTON PARK GEA	PPE 08/03/2014	802-0000-217.60-10	GEN EMP ASSN DUES	135.45	Y
				135.45	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 08/03/2014	802-0000-217.60-50	LEGAL SHIELD	296.70	N
				296.70	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 08/03/2014	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,957.11	Y
				1,957.11	
COMSERCO, INC.	69774	741-8060-431.56-41	PW MAINTENANCE	140.00	N
	69764	741-8060-431.56-41	PW MAINTENANCE	1,002.00	N
				1,142.00	
CONTRERAS GARDEN SUPPLY	7/10/14	111-8010-431.61-20	CONCRETE SAW TUNE UP	65.00	N
				65.00	
DANIEL RODRIGUEZ	8/21-8/23/14	111-7010-421.59-20	MEMEBERSHIP/TRAINING	75.00	N
	8/21-8/23/14	111-7010-421.59-20	MEMEBERSHIP/TRAINING	400.00	N
				475.00	
DARRYL INOUYE	8/21-8/23/14	111-7010-421.59-20	MEMEBERSHIP/TRAINING	370.00	N
	8/21-8/23/14	111-7010-421.59-20	MEMEBERSHIP/TRAINING	75.00	N
				445.00	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
DAVID MARTINEZ	48339	111-0000-228.20-00	Senior Pk Deposit Refund	200.00	N
				200.00	
DE LAGE LANDEN	42232457	111-0210-413.43-05	COPIER LEASE	64.05	N
	42232457	111-0110-411.61-20	COPIER LEASE	64.05	N
				128.10	
DELTA DENTAL	BE000866622	746-0214-413.52-70	AUG 2014 DPO BENEFITS	8,670.41	N
				8,670.41	
DELTA DENTAL INSURANCE COMPANY	BE000864763	746-0214-413.52-70	AUG 2014 PMI BENEFITS	3,675.02	N
				3,675.02	
DEPARTMENT OF CONSERVATION	4/1/11-12/31/13	111-5010-419.56-49	QUARTERLY SMIP FEES	2,361.53	N
				2,361.53	
DESI ALVAREZ	0131	681-8030-461.56-41	CONSULTING SERVICES	10,395.00	N
	0131	283-8040-432.56-41	CONSULTING SERVICES	3,465.00	N
				13,860.00	
DONG HA LEE	12851-25144	681-0000-228.70-00	WATER FINAL BILL REFUND	6.66	N
				6.66	
EDITH GOMEZ	48344	111-0000-347.50-00	SummerCamp Deposit Refund	65.00	N
	48515	111-0000-347.20-00	Sumer T-BI Deposit Refund	55.00	N
				120.00	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
ENRIQUE HINOJOSA	48499	111-0000-228.20-00	Perez Pk Deposit Refund	500.00	N
				500.00	
ENTERPRISE FM TRUST	FBN2593340	229-7010-421.74-10	JULY 2014 LEASE CHARGES	785.35	N
				785.35	
ENVIRO COMMUNICATIONS, INC.	HP-09-14	222-4010-431.56-41	SEP14 MONTHLY RETAINER	8,000.00	N
	HP-08-14	222-4010-431.56-41	MONTHLY RETAINER AUG 2004	7,000.00	Y
	HP-08-14	222-4010-431.56-41	6/22-6/25 D.C. EXPENSES	332.61	Y
	HP-08-14	222-4010-431.56-41	FEDERAL TRACKER	1,000.00	Y
				16,332.61	
ERNIE V MARTINEZ	FY 2014-2015	741-8060-431.15-20	TOOL ALLOWANCE FY 2014-15	400.00	N
				400.00	
ESTELA RAMIREZ	07/08-07/31/14	111-6060-466.33-20	302617-A8 ZUMBA	73.60	N
	07/08-07/31/14	111-6060-466.33-20	303097-A5 AEROBICS/PILATE	208.00	N
	07/07-07/31/14	111-6060-466.33-20	303097-A8 AEROBICS/BODY	499.20	N
				780.80	
EVREX CORPORATION	79855	111-5010-419.43-05	MICROFICHE MACHINE REPAIR	189.00	N
				189.00	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
EWING IRRIGATION PRODUCTS, INC.	8427334	535-6090-452.61-20	IRRIGATION SUPPLIES	173.90	N
	8427333	535-6090-452.61-20	IRRIGATION SUPPLIES-	752.52	N
	8427335	535-6090-452.61-20	IRRIGATION SUPPLIES-	1,105.27	N
				2,031.69	
F&A FEDERAL CREDIT UNION	PPE 08/03/2014	802-0000-217.60-40	PAYROLL SUMMARY	18,875.68	N
				18,875.68	
FAIR HOUSING FOUNDATION	JUNE 12, 2014	239-5210-463.57-87		458.67	N
				458.67	
FERGUSON ENTERPRISES INC	918059	111-8022-419.43-10	TOILET REPAIR KIT	118.59	N
				118.59	
FERNANDO'S LUMBER #7	63065	111-8010-431.61-20	GRAVEL/CEMENT	76.28	N
				76.28	
GALDINO VARGAS	8807-24054	681-0000-228.70-00	WATER CREDIT BAL REFUND	49.16	N
				49.16	
GALLS	1897917	111-7022-421.61-24		21.80	N
	BC0081911	233-7010-421.74-10	UNIFORM	377.96	N
	BC0081911	111-7010-421.61-22	UNIFORM	377.96	N
GALLS	BC0087171	111-7022-421.61-28	PD UNIFORM SUPPLIES	78.47	N
	BC0087200	111-7022-421.61-28	PD UNIFORMS	33.74	N
	BC0091225	111-7022-421.61-24	PD UNIFORMS	125.83	N
				1,015.76	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
GAREY STAAL	07/22-07/25/14	111-7010-421.59-20	CGIA CONFERENCE-REIMBURSE	25.00	N
				25.00	
GATEWAY CHIROPRACTIC	14028	111-0000-228.70-00	BUSIN-LICENSE OIL REFUNDS	266.22	N
				266.22	
GATEWAY CITIES COUNCIL OF	2015-2015	220-8010-431.56-68	I-710 CORRIDOR EIR/EIS	25,000.00	Y
				25,000.00	
GERARDO A. MARTINEZ	JULY 2014	111-0110-411.56-41	INTERPRETING SERVICE	1,125.00	N
	JULY 2014	111-5010-419.61-20	INTERPRETING SERVICE	225.00	N
				1,350.00	
GLOBALSTAR USA	5745560	111-7010-421.61-20	MONTHLY COSTS	106.01	N
				106.01	
GOLDEN WEST COLLEGE	10/7-10/18/14	111-7010-421.59-20	BASIC SWAT ACADEMY CLASS	645.00	N
	10/7-10/18/14	111-7010-421.59-20	BASIC SWAT ACADEMY CLASS	645.00	N
				1,290.00	
HEALTHY PEOPLE CO.	20855-12750	681-0000-228.70-00	WATER FINAL BILL REFUND	174.11	N
				174.11	
HERNAN DAVILA OBANDO	305555-A3	111-6060-466.33-20	DRAW AND PAIN CLASS	334.40	Y
				334.40	
HERNANDEZ SIGNS, INC.	13781	111-6020-451.56-41		221.20	N
				221.20	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
HF&H CONSULTANTS, LLC	9712711	112-8026-431.32-70	PROF SRVCS JUN 2014	24,036.50	Y
	9712627	112-8026-431.32-70	PROF SRVCS JUN 2014	7,660.50	Y
				31,697.00	
HOME DEPOT - PARKS & RECREATION	1260317	239-6060-466.61-20	AFTER SCHL PRGM EQUIP	451.94	Y
	3260101	111-6010-451.61-20	CLEANING SUPPLIES	105.47	Y
	3260099	239-6060-466.61-20	AFTER SCHL PRGM EQUIP	39.45	Y
	5260256	111-6020-451.61-35	JULY 4TH FESTIVAL SUPP	54.17	Y
	6260520	111-6010-451.64-00	TRNG SESSION SUPPLIES	39.17	Y
				690.20	
HOME DEPOT - PUBLIC WORKS	4250012	222-5030-431.70-01	PARKLET PROJECT SUPPLIES	28.08	Y
	5260091	222-5030-431.70-01	PARKLET PROJECT SUPPLIES	115.78	Y
	5300151	222-5030-431.70-01	PARKLET PROJECT SUPPLIES	125.00	Y
	5300202	222-5030-431.70-01	PARKLET PROJECT SUPPLIES	-59.55	Y
	260653	111-8022-419.43-10	CITY HALL EXPENDITURES	76.37	Y
	260670	111-8022-419.43-10	CITY HALL EXPENDITURES	56.95	Y
	3242226	111-8022-419.43-10	CITY HALL EXPENDITURES	-15.23	Y
	5260041	111-8022-419.43-10	CITY HALL EXPENDITURES	10.77	Y
	6260233	111-8022-419.43-10	CITY HALL EXPENDITURES	9.41	Y
	6260510	111-8022-419.43-10	CITY HALL EXPENDITURES	183.68	Y
	6260512	111-8022-419.43-10	CITY HALL EXPENDITURES	46.70	Y
	6260514	111-8022-419.43-10	CITY HALL EXPENDITURES	89.27	Y
	6260740	111-8022-419.43-10	CITY HALL EXPENDITURES	8.66	Y
	7250182	111-8022-419.43-10	CITY HALL EXPENDITURES	-43.58	Y
	6260730	111-8022-419.43-10	CITY HALL EXPENDITURES	79.68	Y
	7260458	111-8022-419.43-10	CITY HALL EXPENDITURES	210.33	Y
726466	111-8022-419.43-10	CITY HALL EXPENDITURES	75.30	Y	
726466	111-8022-419.43-10	CITY HALL EXPENDITURES	94.38	Y	

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HOME DEPOT - PUBLIC WORKS	7260496	111-8022-419.43-10	CITY HALL EXPENDITURES	11.95	Y
	7260506	111-8022-419.43-10	CITY HALL EXPENDITURES	82.22	Y
	6260742	111-8022-419.43-10	CITY HALL EXPENDITURES	123.85	Y
	8260440	111-8022-419.43-10	CITY HALL EXPENDITURES	33.72	Y
	9211719	111-8022-419.43-10	CITY HALL EXPENDITURES	104.19	Y
	3260556	111-8022-419.43-10	CITY HALL EXPENDITURES	102.35	Y
	92111738	111-8022-419.43-10	CITY HALL EXPENDITURES	61.83	Y
	9260413	111-8022-419.43-10	CITY HALL EXPENDITURES	474.55	Y
	7260470	741-8060-431.43-20	FLEET MAINTENANCE	19.52	Y
	7260502	741-8060-431.43-20	FLEET MAINTENANCE	18.31	Y
	322210	741-8060-431.43-20	FLEET MAINTENANCE	-5.63	Y
	2260609	535-6090-452.61-20	STREET TREES/LNDSCPNG	20.14	Y
	9260005	535-6090-452.61-20	STREET TREES/LNDSCPNG	52.19	Y
	1260647	535-8016-431.61-45	STREET LIGHT SUPPLIES	32.44	Y
	9211723	221-8014-429.61-20	TRAFFIC SUPPLIES	64.50	Y
	9260416	111-6022-451.43-10	RECREATION OS&M	43.02	Y
	4260055	111-6022-451.43-10	RECREATION OS&M	53.08	Y
	260342	111-6022-451.43-10	RECREATION OS&M	137.17	Y
	5260043	111-7020-421.43-10	POLICE OS&M	6.51	Y
	7260500	111-8010-431.61-20	STREET OPS SUPPLIES	21.74	Y
				2,549.65	
HOVIG GARABEDIAN	HP-S0004	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	220.00	N
				220.00	
HUNTINGTON PARK DOG & CAT HOSPITAL	641	111-7065-441.56-41	VETERINARY SERVICES	50.00	N
				50.00	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 08/08/2014	802-0000-217.60-10	POLICE MGMT DUES	65.00	Y
				65.00	

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HUNTINGTON PARK POLICE OFFICER ASSN	PPE 08/03/2014	802-0000-217.60-10	POLICE OFF ASSN DUES	4,525.77	Y
				4,525.77	
HUNTINGTON PARK RUBBER STAMP CO.	0257456	239-6060-466.61-20		199.29	N
	257334	111-1010-411.61-20	NAME PLATES	74.12	N
				273.41	
INDEPENDENT CITIES ASSOCIATION	2014-22	111-0240-466.64-00	ANNUAL MEMBERSHIP	2,697.00	Y
				2,697.00	
INTEGRITY WASTE ENVIRON CONSULTANTS	HP00213	112-8026-431.32-40	FRANCHISE AUDIT	11,000.00	N
				11,000.00	
INTERNATIONAL ASSOCIATION FOR	REF #OID74812	111-7010-421.59-10	PROP/EVIDENCE MANAGEMENT	375.00	N
				375.00	
JANELLY & OSCAR ORTIZ	47212	111-0000-347.20-00		70.00	N
				70.00	
JANO BEDERIAN	HP-S0005	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	110.00	N
				110.00	
JCL TRAFFIC	15719	221-8012-429.61-20	STREET SWEEP SIGNS - 6	207.65	N
	15648	221-8012-429.61-20	WRONG WAY SIGNS -10	1,122.59	N
	15786	221-8012-429.61-20	10 HANDICAP SIGNS	172.77	N
				1,503.01	
JDS TANK TESTING & REPAIR INC	6469	741-8060-431.43-20	FUEL PUMP INSPECTION	135.00	N
				135.00	
JEFF WIGHTMAN	HP-S0003	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	176.00	N

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				176.00	
JERRY'S AUTO BODY, INC.	28533	741-8060-431.43-20	18 AUG 2014 PURCH ORD I	2,202.90	N
	28529	741-8060-431.43-20	RR BUMPER RPR UNIT #218	528.27	N
				2,731.17	
JESUS MALLELY VALDEZ	19203-8046	681-0000-228.70-00	WATER FINAL BILL REFUND	80.79	N
				80.79	
JOEL GORDILLO	AUG 2014	223-9010-419.56-41	FILMING/BROADCASTING	1,650.00	N
				1,650.00	
JONES & MAYER	68459	111-0220-411.32-20	LEGAL SERVICES	246.12	N
				246.12	
JORGE CISNEROS	07/10/14	111-7010-421.64-00	S EAST CHIEFS ASSOCIATION	17.00	N
				17.00	
JOSE LUIS IRIARTE	FY 2014-2015	741-8060-431.15-20	TOOL ALLOWANCE FY 2014-15	400.00	N
				400.00	
JOSE M LOPEZ	FY 2013-14	746-0218-413.35-10	TUITION REIMBURSEMENT	257.90	N
				257.90	
JULIAN TORO DUQUE	4	222-5030-431.70-01	PROFESSIONAL SERVICES	700.00	Y
	4	222-5030-431.70-01	COMMUNICATIONS/MEDIA SERV	3,200.00	Y
				3,900.00	

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JULIO F. QUINONEZ	FY 2014-2015	111-8022-419.15-20	TOOL ALLOWANCE FY 2014-15	400.00	N
				400.00	
KARINA BELTRAN	48190	111-0000-228.20-00	Senior Pk Deposit Refund	250.00	N
				250.00	
KARINA MACIAS	NALEO CONV	111-0110-411.58-19	CONVENTION EXPENSES	69.02	Y
				69.02	
KIL YI CHANG	18947-24824	681-0000-228.70-00	WATER FINAL BILL REFUND	184.08	N
				184.08	
KONICA MINOLTA PREMIER FINANCE	258372036	111-7040-421.44-10	PD COPIER LEASE	1,299.52	N
				1,299.52	
LAC+USC MEDICAL CENTER	6010	111-7030-421.56-16	PAITIENT SART TREATMENT	730.00	N
				730.00	
LAN WAN ENTERPRISE, INC	50598	111-9010-419.56-64	IT SRVCS MAINT AUG 2014	7,000.00	N
				7,000.00	
LARRY ONTIVEROS	5279-2108	681-0000-228.70-00	WATER MANUAL CHECK	18.86	N
				18.86	
LAURA PEREZ	3112910	111-0000-351.10-10	PARKING CIT REFUND	447.00	Y
				447.00	
LB JOHNSON HARDWARE CO #1	666390	535-6090-452.61-20	SHOP SUPPLIES	7.14	N
				7.14	
LEGAL SHIELD	JUN-14	802-0000-217.60-50	ID THEFT PRCTCT PLN PRM	144.50	Y

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	JUN-14	802-0000-217.60-50	ID THEFT PRTCT PLN PRM	347.70	Y
				492.20	
LENTZ LOCKSMITH SERVICE	10511	741-8060-431.43-20	CITY VEHICLE KEYS	23.44	N
				23.44	
LIEBERT CASSIDY WHITMORE	179484	111-0230-413.64-00	7/1/14-6/30/15 MEMEBERSHP	3,464.00	N
				3,464.00	
LILIA ORTEGA	48313	111-0000-347.50-00	Ballet Cls Deposit Refund	35.00	N
				35.00	
LORRAINE MENDEZ & ASSOCIATES, LLC	0131	239-5060-463.56-41	CDBG/HOME ADMIN SRVCS	6,473.49	N
	0131	242-5098-463.56-41	CDBG/HOME ADMIN SRVCS	2,415.00	N
				8,888.49	
LOS ANGELES TIMES	8/18/14-7/05/15	121-7040-421.56-14	NEWSPAPER DELIVERY FEE	218.50	N
				218.50	
LUIS ALFREDO OCHOA	HP-S0006	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	176.00	N
				176.00	
MARIA MACIAS	48613	111-0000-228.20-00	DEP REFUND - SENIOR PARK	500.00	N
				500.00	
MARIA NORIEGA	48206	111-0000-347.50-00	Sumer Camp Deposit Refund	260.00	N
				260.00	

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MARISELA RAMOS	48615	111-0000-228.20-00	PEREZ PARK REFUND	500.00	N
				500.00	
MISC-ONE TIME VENDORS	2015-1011 REC #4740	681-8030-461.64-00 111-0000-341.10-00	ANNUAL MEMEBERSHIP2014/15 ST MARTHA CHURCH REFUND	15,000.00 162.79	N N
				15,162.79	
MYRNA CHAVEZ	48475	111-0000-228.20-00	HPCC/SENIR PK DEP REFUND	500.00	N
				500.00	
NACHO'S LOCK & KEY SERVICE	10130	741-8060-431.43-20	FUEL CABINET KEY COPIES	2.50	N
				2.50	
NAPA PARTS WHOLESALE	88678 87933	741-8060-431.43-20 741-8060-431.43-20	OIL/FUEL/AIR FILTERS OIL FILTERS	111.78 58.45	N N
				170.23	
NATION WIDE RETIREMENT SOLUTIONS	PPE 08/03/2014	802-0000-217.40-10	DEFERRED COMP	21,463.46	N
				21,463.46	
NATIONAL SAVINGS LLC US	21583-24102	681-0000-228.70-00	WATER FINAL BILL REFUND	54.80	N
				54.80	
NEXUS IS, INC.	SVC0075308	225-7010-421.74-10	PD SUPPLIES/LABOR	1,117.10	N
				1,117.10	
NINYO & MOORE	181294	212-6010-451.73-10	GEOTECH TESTING SCCR FLD	1,653.50	Y
				1,653.50	

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NORMA CERVANTES	48516	111-0000-347.50-00	SUMMER CAMP REFUND	60.00	N
				60.00	
NORMA URENA	7/9-8/1/14	111-6060-466.33-20	303737-A5, CARDIO KICKBOX	291.20	N
	7/7-7/31/14	111-6060-466.33-20	302617-B2 ZUMBA KIDS	246.40	N
				537.60	
O'REILLY AUTO PARTS	2959-259749	741-8060-431.62-30	SHOP SUPPLIES	212.39	N
	2959-258582	741-8060-431.43-20	FAN CLUTCH	62.45	N
				274.84	
OLDTIMERS FOUNDATION	714099	220-0250-431.56-43	HP SENIOR TRANSPORTATION	37,761.05	N
	714099	219-0000-340.30-00	PROGRAM INCOME	-6,061.34	N
				31,699.71	
PAUL JR. AGUILAR	18051-24814	681-0000-228.70-00	WATER FINAL BILL REFUND	299.44	N
				299.44	
PAUL WEINRICH	8/21-8/23/14	111-7010-421.59-20	PER DIEM	75.00	N
				75.00	
PITNEY BOWES INC.	JUNE 2014	111-7040-421.56-41	PD PURCHASE POWER	1,126.59	N
	817093	111-7040-421.56-41	PD POSTAGE SUPPLIES	150.07	N
				1,276.66	
POLICE TRAINING CONSULTANTS, LLC	7/24/14	111-7045-421.59-10	ADVANCED SNIPER COURSE	350.00	N
	7/24/14	111-7045-421.59-10	ADVANCED SNIPER COURSE	350.00	N
				700.00	

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PRADO FAMILY SHOOTING RANGE	10/07-10/18/14	111-7010-421.59-20	SHOOTING RANGE	645.00	N
	10/07-10/18/14	111-7010-421.59-20	SHOOTING RANGE	45.00	N
				690.00	
PRESS TELEGRAM CLASSIFIED	180820	215-6090-451.61-20	PUBLIC NOTICE-YTH EMPLOY	221.91	N
				221.91	
PRIMESTOR DEVELOPMENT, INC.	1751	222-4010-431.56-41	JUN 2014 CONTRACTUAL AGRE	38,511.86	N
				38,511.86	
PROJECT RETURN PEER SUPPORT NETWORK	48314	111-0000-228.20-00	Senior Pk Deposit Refund	250.00	N
				250.00	
PRUDENTIAL OVERALL SUPPLY	50625158	111-6010-451.56-41	MAT SERVICE	71.59	N
	50625157	111-6010-451.56-41	MAT SERVICE	38.83	N
	50614502	111-8022-419.43-10	MAT SERVICE	27.03	N
PRUDENTIAL OVERALL SUPPLY	50619726	111-8022-419.43-10	MAT SERVICE	27.03	N
	50625159	111-8022-419.43-10	MAT SERVICE	27.03	N
	50625160	111-7010-421.61-20	MAT SERVICE	16.85	N
				208.36	
QUALITY CODE PUBLISHING LLC	2014-263	111-1010-411.56-41	SUPPLEMENTAL SERVICE	1,058.94	N
				1,058.94	
RAMCAST ORNAMENTAL SUPPLY CO, INC.	186747-IN	741-8060-431.43-20	REMOTE CONTROLS	245.25	N
				245.25	
RETAIL CENTER LLC PORTOLA	19313-21734	681-0000-228.70-00	WATER FINAL BILL REFUND	97.75	N
				97.75	

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REUBEN PACHECO	HP-S0002	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
	7232014	111-6030-451.61-35	REF SRVCS GIRLS BSKTBLL	88.00	Y
				176.00	
RICK CUIEL	507984 2179	111-7030-421.61-20	DOG FOOD FOR KILO	46.86	N
				46.86	
RIVERSIDE COUNTY SHERIFF'S DEPT	09-08-09/26/14	111-7010-421.59-20	DISPATCHER PUBLIC SAFETY	343.00	N
				343.00	
ROBERT B CASE	FY 2014-2015	741-8060-431.15-20	TOOL ALLOWANCE FY 2014-15	400.00	N
				400.00	
ROBERTO HERNANDEZ	08/21-08/23/14	111-7010-421.59-20	PER DIEM ARPOC 2014	75.00	N
	8/21-8/23/14	111-7010-421.59-20	CONF REG REIMBURSEMENT	370.00	N
				445.00	
ROBERTSONS	330630	111-8010-431.61-20	THREE CY CONCRETE	457.80	N
	334631	111-8010-431.61-20	THREE CY CONCRETE	457.80	N
				915.60	
SALVADOR ORTEGA	FY 2014-2015	111-8020-431.15-20	TOOL ALLOWANCE FY 2014-15	400.00	N
				400.00	
SAN BERNARDINO COUNTY SHERIFF-EVOC	08/12-08/14/14	111-7010-421.59-20	M FUENTES	90.00	N
	0812-08/14/14	111-7010-421.59-20	A VALLE	90.00	N
				180.00	
SANCHEZ AWARDS	508	111-0110-411.66-05	SMALL PLAQUE	14.30	N
				14.30	

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SCHOOL OUTFITTERS LLC	ORD1625076	239-6060-466.61-20		1,222.27	N
				1,222.27	
SCPLRC	FY14/15 SCPLRC	111-0230-413.64-00	08/01/14-07/31/14 SCPLRC	150.00	N
				150.00	
SESAR CONTRERAS	48207	111-0000-347.20-00	Sumer T-BI Deposit Refund	55.00	N
				55.00	
SEVERN TRENT ENVIRONMENTAL SERVICES	AUG 2014	681-8030-461.56-41	AUG 14 WATER/SEWER MAINT	93,084.38	N
	AUG 2014	283-8040-432.56-41	AUG 14 WATER/SEWER MAINT	11,741.47	N
				104,825.85	
SHELTER LOGIC	624593	111-7045-421.61-20	CARPORT GARAGE COVER KIT	232.99	N
				232.99	
SMART & FINAL	40010319377	111-0210-413.61-20	CITY MGR MTG SUPPLIES	30.83	Y
	40010319377	111-0210-413.61-20	STAFF MTG SUPPLIES	152.71	Y
	40010319377	111-0110-411.66-05	STAFF MTG SUPPLIES	152.71	Y
				336.25	
SOUTH COAST AIR QUALITY MGMT DISTR.	2746308	741-8060-431.43-20	PRESSURE WASHER UNITS	995.43	N
	2747314	741-8060-431.43-20	PRESSURE WASHER UNITS	119.76	N
				1,115.19	
SOUTHEAST CHURCHES SERVICES CENTER	APR-JUN 2014	239-5210-463.57-83	4TH QTR	2,321.84	N
				2,321.84	

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SOUTHERN CALIFORNIA EDISON	6/26/14-7/28/14	535-8016-431.62-10	Acct # 2-29-265-0868	36.27	N
	6/26/14-7/28/14	535-8016-431.62-10	Acct # 2-29-265-0926	32.86	N
	6/26/14-7/28/14	535-8016-431.62-10	Acct # 2-29-265-0959	31.11	N
	6/27/14-7/29/14	535-8016-431.62-10	Acct # 2-29-265-0983	54.05	N
	6/26/14-7/28/14	535-8016-431.62-10	Acct # 2-29-265-1007	102.09	N
	6/27/14-7/29/14	535-8016-431.62-10	Acct # 2-29-265-1411	74.73	N
	6/26/14-7/28/14	535-8016-431.62-10	Acct # 2-29-265-1429	39.19	N
	6/27/14-7/29/14	535-8016-431.62-10	Acct # 2-29-265-1437	41.20	N
	6/26/14-7/28/14	535-8016-431.62-10	Acct # 2-29-265-1452	88.34	N
	6/26/14-7/28/14	535-8016-431.62-10	Acct # 2-29-265-1536	66.88	N
	6/30/14-7/30/14	535-8016-431.62-10	Acct # 2-28-666-9353	43.72	N
	6/30/14-7/30/14	535-8016-431.62-10	Acct # 2-28-688-3640	31.43	N
	6/30/14-7/30/14	535-8016-431.62-10	Acct # 2-28-688-3798	33.77	N
	6/30/14-7/30/14	535-8016-431.62-10	Acct # 2-28-688-4051	38.70	N
	6/30/14-7/30/14	535-8016-431.62-10	Acct # 2-28-688-4127	35.79	N
	6/30/14-7/30/14	535-8016-431.62-10	Acct # 2-28-688-4242	46.13	N
	6/30/14-7/30/14	535-8016-431.62-10	Acct # 2-28-688-4333	80.38	N
	6/30/14-7/30/14	221-8014-429.62-10	Acct # 2-01-855-2612	61.02	N
	6/30/14-7/30/14	221-8014-429.62-10	Acct # 2-32-914-2632	49.94	N
	6/18/14-7/18/14	681-8030-461.62-20	Acct # 2-01-855-1531	4,245.31	N
	6/18/14-7/18/14	681-8030-461.62-20	Acct # 2-01-855-1572	8,697.96	N
	6/18/14-7/18/14	681-8030-461.62-20	Acct # 2-19-925-1018	10,272.31	N
	6/18/14-7/18/14	111-6022-451.62-10	Acct # 2-01-855-1630	25.29	N
	6/19/14-7/21/14	111-6022-451.62-10	Acct # 2-34-797-7555	1,784.27	N
	6/19/14-7/21/14	221-8014-429.62-10	Acct # 2-23-189-3090	44.46	N
	6/19/14-7/21/14	535-8016-431.62-10	Acct # 2-01-854-7588	26.95	N
	6/19/14-7/21/14	535-8016-431.62-10	Acct # 2-01-855-1937	26.95	N
	6/19/14-7/21/14	535-8016-431.62-10	Acct # 2-29-179-3420	302.01	N
6/19/14-7/21/14	535-8016-431.62-10	Acct # 2-29-179-3701	34.60	N	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SOUTHERN CALIFORNIA EDISON	6/19/14-7/21/14	535-8016-431.62-10	Acct # 2-29-179-3826	52.12	N
	6/19/14-7/21/14	535-8016-431.62-10	Acct # 2-29-179-3867	48.80	N
	6/19/14-7/21/14	535-8016-431.62-10	Acct # 2-29-265-1031	43.86	N
	6/19/14-7/21/14	535-8016-431.62-10	Acct # 2-29-265-1130	38.02	N
	5/28/14-7/21/14	535-8016-431.62-10	Acct # 2-28-120-2671	386.50	N
				27,017.01	
SPARKLETTS	4533656 072414	111-0230-413.61-20	WATER DELIVERY	32.66	N
	4533656 072414	111-0210-413.61-20	WATER DELIVERY	32.66	N
	4533656 072414	111-0110-411.61-20	WATER DELIVERY	32.67	N
	4532412 072414	111-1010-411.61-20	CITY CLERK WATER DELIVERY	13.80	N
				111.79	
STANDARD INSURANCE COMPANY	AUG 2014	746-0216-413.52-80	AD&D LIFE INNSURANCE	7,872.79	N
				7,872.79	
STAPLES ADVANTAGE	8030499934	111-0110-411.61-25	OFFICE SUPPLIES JUN 2014	140.37	Y
	8030499934	111-0210-413.61-25	OFFICE SUPPLIES JUN 2014	298.16	Y
	8030499934	111-0230-413.61-25	OFFICE SUPPLIES JUN 2014	22.04	Y
	8030499934	111-1010-411.61-25	OFFICE SUPPLIES JUN 2014	417.40	Y
	8030499934	111-3010-415.61-25	OFFICE SUPPLIES JUN 2014	519.15	Y
	8030499934	111-6010-451.61-25	OFFICE SUPPLIES JUN 2014	289.44	Y
	8030499934	111-7010-421.61-20	OFFICE SUPPLIES JUN 2014	117.08	Y
	8030499934	111-7022-421.61-24	OFFICE SUPPLIES JUN 2014	523.16	Y
	8030499934	111-7040-421.61-31	OFFICE SUPPLIES JUN 2014	158.97	Y
	8030499934	111-7040-421.61-32	OFFICE SUPPLIES JUN 2014	58.04	Y
	8030499934	111-7040-421.61-33	OFFICE SUPPLIES JUN 2014	244.04	Y
	8030499934	681-3022-415.61-25	OFFICE SUPPLIES JUN 2014	1,095.64	Y
	8030842060	111-0110-411.61-25	OFFICE SUPPLIES JUL 2014	70.16	Y
	8030842060	111-0210-413.61-25	OFFICE SUPPLIES JUL 2014	73.48	Y
8030842060	111-0230-413.61-25	OFFICE SUPPLIES JUL 2014	142.90	Y	

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STAPLES ADVANTAGE	8030842060	111-1010-411.61-25	OFFICE SUPPLIES JUL 2014	352.18	Y
	8030842060	111-5010-419.61-25	OFFICE SUPPLIES JUL 2014	6.12	Y
	8030842060	111-6010-451.61-25	OFFICE SUPPLIES JUL 2014	251.66	Y
	8030842060	111-7010-421.61-20	OFFICE SUPPLIES JUL 2014	134.91	Y
	8030842060	111-7022-421.61-27	OFFICE SUPPLIES JUL 2014	278.15	Y
	8030842060	111-7030-421.61-25	OFFICE SUPPLIES JUL 2014	288.68	Y
	8030842060	111-8020-431.61-25	OFFICE SUPPLIES JUL 2014	149.19	Y
	8030842060	239-5060-463.61-25	OFFICE SUPPLIES JUL 2014	15.63	Y
	8030842060	239-7055-424.61-23	OFFICE SUPPLIES JUL 2014	275.95	Y
				5,922.50	
STAPLES CREDIT PLAN	20765	111-5010-419.61-20	OFFICE SUPPLIES	70.26	Y
				70.26	
STARTECHTEL.COM	P109380	111-6010-451.61-20	REPLACE COMDIAL PHONES	98.10	N
				98.10	
STOP RITE	11523-14306	681-0000-228.70-00	WATER MANUAL CHECK	2,082.72	N
				2,082.72	
SUNGARD PUBLIC SECTOR INC.	84831	681-3022-415.43-05	BILLABLE SUPPORT	400.00	N
	84658	111-0230-413.43-05	HR MODULES & KRONOS	639.75	N
	84658	111-3010-415.43-05	GMBA MODULES	1,368.00	N
	84658	111-3011-419.43-05	DATA,BL,CITE MODULES	3,890.75	N
	84658	111-6010-451.43-05	REC TRAC INTERFACE	302.00	N
	84658	111-7010-421.43-05	TIMEKEEPING KRONOS	117.50	N
	84658	111-9010-419.56-64	COGNOS	862.04	N
	84658	219-0250-431.61-20	COGNOS	7.40	N
	84658	220-8070-431.61-20	COGNOS	8.21	N
	84658	221-8010-431.61-20	COGNOS	47.95	N
	84658	231-3024-415.61-20	COGNOS	11.25	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SUNGARD PUBLIC SECTOR INC.	84658	239-6060-466.61-20	COGNOS	25.75	N
	84658	242-5060-463.61-20	COGNOS	14.09	N
	84658	283-8040-432.74-10	COGNOS	0.62	N
	84658	285-8050-432.61-20	COGNOS	3.95	N
	84658	681-3022-415.43-05	UTILITY MODULES	3,106.00	N
	84658	681-3022-415.74-10	COGNOS	16.73	N
	84658	741-8060-431.61-20	COGNOS	15.82	N
				10,837.81	
U.S. BANK	PPE 08/03/2014	802-0000-217.30-20	PARS- PART TIME	2,372.40	Y
	PPE 08/03/2014	802-0000-217.30-20	EMPLOYEE CONTRIBUTION	3,029.04	Y
	PPE 08/03/2014	802-0000-218.10-05	CITY CONTRIBUTION	13,662.52	Y
				19,063.96	
UFCW LOCAL 770	48345	111-0000-228.20-00	DEP REFUND-CLUB RM #2	150.00	N
				150.00	
UNITED WAY OF GREATER	PPE 08/03/2014	802-0000-217.60-20	UNITED WAY	15.00	Y
				15.00	
US BINGO INC	362313	111-6020-451.61-35	BINGO CARDS	369.34	N
				369.34	
US NATIONAL SAVINGS LLC	21583-24102	681-0000-228.70-00	WATER MANUAL CHECK	30.51	N
				30.51	
VICTORIA CARRASCO	48614	111-0000-228.20-00	DEP REFUND-SLT LK PK	500.00	N
				500.00	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
VULCAN MATERIALS COMPANY	70411467	111-8010-431.61-20	ASPHALT(HOT) 2.5 TONS	152.25	N
	70414515	111-8010-431.61-20	ASPHALT(HOT) 3 TONS	224.89	N
	70435369	111-8010-431.61-20	1 1/2 TONS OF ASPHALT	114.45	N
	70432044	111-8010-431.61-20	1 1/2 TONS OF ASPHALT	114.45	N
				606.04	
WALTERS WHOLESALE ELECTRIC COMPANY	2080513-01	111-8022-419.43-10	COUNCIL ROOM LIGHTS	479.81	N
	2079788-01	221-8014-429.61-20	TRAFFIC SIGNAL SUPPLIES	1,370.47	N
	2079952-01	535-8016-431.61-45	STREET LIGHT WIRE	1,604.93	N
	2080042-00	535-8016-431.61-45	STREET LIGHT WIRE	1,604.93	N
	2079350-01	111-6022-451.43-10	ALARM/FIRE BATTERIES	92.40	N
				5,152.54	
WATER REPLENISHMENT DISTRICT OF	JUNE 2014	681-8030-461.41-00	GROUNDWATER ASSESSMENT	110,064.92	N
				110,064.92	
WAXIE SANITARY SUPPLY	74714271	220-8010-431.61-20	BUS STOP TRASH LINERS	1,213.72	N
				1,213.72	
WELLS FARGO	7/21/2014	111-6010-451.64-00	TRNG MATRLS/PROF DVLPMT	290.00	Y
	7/21/2014	111-6010-451.64-00	NPRA MEMBERSHIP	159.00	Y
	7/21/2014	111-7010-421.59-10	ROOM ACCOMMODATIONS	133.55	Y
	7/21/2014	111-7010-421.59-10	CONFERENCE FEES	439.00	Y
	WASHINGTONDC	111-0210-413.64-00	HOTEL ACCOMODATIONS	769.44	Y
	WASHINGTONDC	111-0210-413.64-00	HOTEL ACCOMODATIONS	769.44	Y
	WASHINGTONDC	111-9010-419.61-20	GEORGETOWN CAP	7.55	Y
	WASHINGTONDC	111-0210-413.64-00	TAXI SERVICE	12.53	Y
	WASHINGTONDC	111-0210-413.64-00	TAXI SERVICE	70.00	Y
	WASHINGTONDC	111-0210-413.64-00	TAXI SERVICE	11.44	Y

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WELLS FARGO	WASHINGTONDC	111-0210-413.64-00	TAXI SERVICE	12.94	Y
	WASHINGTONDC	111-0210-413.64-00	TAXI SERVICE	9.47	Y
	WASHINGTONDC	111-0210-413.64-00	TAXI SERVICE	7.99	Y
	WASHINGTONDC	111-0210-413.64-00	PARKING	76.31	Y
	7/21/2014	111-0210-413.64-00	LUNCH MEETING	32.80	Y
	7/21/2014	111-0210-413.64-00	PARKING-MEETING	2.00	Y
	7/21/2014	111-0210-413.64-00	LUNCH MEETING	47.00	Y
	7/21/2014	111-0110-411.58-13	M. GOMEZ HOTEL CREDIT	-230.93	Y
	7/21/2014	741-8060-431.62-30	FUEL PURCHASE	81.85	Y
	7/21/2014	741-8060-431.62-30	FUEL PURCHASE	75.22	Y
	7/21/2014	111-0210-413.64-00	LUNCH W/ MAYOR PEREZ	34.18	Y
	7/21/2014	741-8060-431.62-30	FUEL PURCHASE	77.99	Y
	7/21/2014	111-0110-411.66-05	FOOD-SPCL COUNCIL MTG	11.07	Y
	WASHINGTONDC	111-0210-413.64-00	RAIL SERVICE	14.00	Y
	7/21/2014	111-0110-411.58-12	HOTEL ACCOM CREDIT	-230.93	Y
	7/21/2014	111-0110-411.58-13	HOTEL ACCOM CREDIT	-230.93	Y
	WASHINGTONDC	111-0110-411.58-18	HOTEL ACCOMMODATION	769.44	Y
	NALEO CONF	111-0110-411.58-20	HOTEL ACCOMMODATION	699.12	Y
	NALEO CONF	111-0110-411.58-20	HOTEL ACCOMMODATION	36.00	Y
	7/21/2014	111-0210-413.64-00	FOOD - STAFF MEETING	92.96	Y
	7/21/2014	111-0110-411.58-13	HOTEL ACCOMODATIONS	461.86	Y
	7/21/2014	111-0110-411.66-05	FOOD-CITY COUNCIL MTG	130.80	Y
	7/21/2014	111-9010-419.61-20	FOOD- FAREWELL	40.00	Y
	7/21/2014	111-0110-411.58-18	BOARD MTG FEES	50.00	Y
	7/21/2014	111-0110-411.58-18	BOARD MTG FEES	50.00	Y
	7/21/2014	111-0110-411.66-05	SUBSRPTN-LA TIMES CTY COU	58.61	Y
				4,840.77	

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WELLS FARGO BANK-FIT	PPE 08/03/2014	802-0000-217.20-10	WELLS FARGO FIT	52,246.49	N
				52,246.49	
WELLS FARGO BANK-MEDICARE	PPE 08/03/2014	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	7,014.94	N
				7,014.94	
WELLS FARGO BANK-SIT	PPE 08/03/2014	802-0000-217.20-20	WELLS FARGO BANK SIT	18,632.17	N
				18,632.17	
XEROX CORPORATION	75289540	111-8020-431.43-05	XEROX COPIES 6/21-7/21/14	105.17	N
	75289540	285-8050-432.43-05	XEROX COPIES 6/21-7/21/14	105.17	N
	75289540	681-8030-461.43-05	XEROX COPIES 6/21-7/21/14	105.17	N
	75289541	111-7030-421.44-10	XEROX COPIES 6/21-7/21/14	658.31	N
				973.82	
YAID MORENO	HP-S0010	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
				88.00	
YAZMIN CHAVEZ	FY 2013-14	746-0218-413.35-10	TUITION REIMBURSEMENT	333.70	N
	FY 2013-14	746-0218-413.35-10	TUITION REIMBURSEMENT	277.52	N
				611.22	
YEE PING WU	21465-1392	681-0000-228.70-00	WATER FINAL BILL REFUND	79.92	N
				79.92	
ZEE MEDICAL, INC.	140698024	111-7010-421.61-20	PD FIRST AID KIT ITEMS	454.73	N
	140698037	741-8060-431.43-20	FIRST AID KIT ITEMS	127.78	N
				582.51	
GRAND TOTAL				\$ 1,239,044.83	

CITY OF HUNTINGTON PARK
WARRANT REGISTER
8/18/2014

SALARY CHARGES OF EMPLOYEES: PAY PERIOD ENDING PPE 7/20/2014

FUND	FUND DESCRIPTION	AMOUNT
111	GENERAL FUND	532,975.35
212	P & R GRANTS	
215	TREES FOR A BETTER ENVIROMENT	
216	EMPLOYEE RETIREMENT FUND	
219	SALES TAX-TRANSIT FUND - A	3,854.32
220	SALES TAX-TRANSIT FUND - C	2,355.01
221	STATE GASOLINE TAX FUND	28,080.25
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	1,358.41
231	PARKING SYSTEM FUND	5,902.71
232	ART IN PUBLIC PLACES FUND	
239	FEDERAL CDBG FUND	15,470.64
242	HUD HOME PROGRAM	3,690.78
246	PROPERTY REHABILITATION	
283	SEWER MAINTENANCE FUND	448.72
285	SOLID WASTE MANAGEMENT FUND	4,039.68
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	8,497.12
741	FLEET MAINTAINENCE FUND	9,222.28
745	RISK MANAGEMENT FUND	2,218.52
746	EMPLOYEE BENEFIT FUND	6,617.15
	TOTAL	<u>624,730.94</u>
	GRAND TOTAL	<u><u>624,730.94</u></u>



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

August 18, 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:

APPROVE ATHLETIC FACILITY USE AND ALLOCATION POLICY AND FEES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the athletic facility use and allocation policy and fees.

BACKGROUND

With a new synthetic turf soccer field scheduled to open at Salt Lake Park in September 2014, staff determined that a formal process is necessary to equitably allocate the use of City athletic facilities and fields. Staff therefore proposes the adoption and implementation of the Athletic Facility Use and Allocation policy and fee schedule (see Attachment A) to establish regulations and processes that preserve City assets, the integrity and playability of athletic facilities, and ensures fair and equitable usage of athletic facilities and fields to qualified organizations or individuals. This proposed policy has been reviewed by the City Attorney.

Currently, all athletic facility permits are distributed to user groups on a first-come, first-served basis without regard to the type of demographical group (i.e. youth versus adult) being served or the number of Huntington Park residents that comprise those user groups. The proposed field allocation policy addresses this issue by giving priority to the following groups, in order of sequence:

1. City Sponsored or co-sponsored programs and events
2. Youth non-profit organizations with 51% Huntington Park residency
3. Non-profit organizations that cater to gender-equitable programs
4. School related programs
5. Youth club teams or traveling teams with 51% Huntington Park residency
6. Adult programs or organizations with 51% Huntington Park residency
7. Youth club teams or traveling teams with less than 51% Huntington Park residency
8. Other programs or organizations with less than 51% Huntington Park residency

APPROVE ATHLETIC FACILITY USE AND ALLOCATION POLICY AND FEES

August 18, 2014

Page 2 of 3

With this new policy and fee schedule in place, staff is confident that the City will be able to manage its athletic facilities and fields in an equitable and efficient manner.

The Parks and Recreation Department would like the flexibility to change the fee structure as needed to assist community resident organizations that demonstrate financial hardship.

FISCAL IMPACT/FINANCING

The new Athletic Facility Use and Allocation Policy will make athletic facilities more accessible to user groups, increasing the amount of space allocated to user groups and the total number of rentals per facility. Following is a table outlining last fiscal year's rentals and this year's projected rentals.

Facility	FY 13-14 Hours Rented	FY 13-14 Revenue Generated	FY 14-15 Projected Hours Rented	FY 14-15 Projected Revenue
Baseball Fields	316	\$7,900	420	\$11,760
Gymnasium	40	\$1,600	75	\$3,000
Grass Multi-Purpose Field	340	\$8,500	400	\$10,000
Soccer Circle	510	\$12,750	1040	\$26,000
Total	1,206	\$30,750	1,935	\$50,760

Based on the policy and fee structure, we anticipate the amount of rented hours to increase by 37% and revenues to increase by 39%.

Revenue generated for athletic fields in excess of \$30,000 would be earmarked for maintenance of all athletic facilities.

CONCLUSION

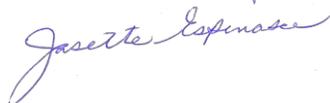
Upon City Council approval, staff will implement the athletic facility use and allocation policy and fees.

Respectfully submitted,



Julio Morales

Interim City Manager



JOSETTE ESPINOSA

Director of Parks and Recreation

ATTACHMENTS

A. Fee Schedule for Athletic Facilities

Athletic Facility Use and Allocation Policy



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I. Introduction

The City of Huntington Park Department of Parks and Recreation coordinates and issues permits for the use of athletic fields and facilities to organizations and the general public for cultural, social and recreational activities and programs. The City of Huntington Park will work cooperatively to coordinate facility use in accordance with the Athletic Facility Use and Allocation Policy to ensure fair and equitable allocation to local organizations, as well as the general public. Due to the increased demand for the use of City fields and the limited amount of available space, it is very important that all user groups abide by the policies and procedures set forth in this policy.

The Director of Parks and Recreation and/or his or her designee shall, at his or her sole discretion, provide the interpretation of the language in the Athletic Facility Use and Allocation Policy. In the event there is a need to make administrative changes to address facility use, City staff shall have authority to make the necessary revisions.

The City of Huntington Park reserves the right to revoke, assess fines, impose fees, or terminate a facility use permit of any individual or organization for a violation of any of these policies and procedures. Termination, assessment of fines, or the imposing of fees for facility use permits shall be done in writing.

II. Purpose

The purpose of this policy is to establish regulations and processes to be followed that will preserve City assets, and ensure fair and equitable allocation of athletic facilities and fields to qualified organizations or individuals. This policy will outline the City's procedure and allocation priority for the permitted use of athletic fields/facilities.

III. American with Disabilities Act (ADA)

The "Americans with Disabilities Act is a Civil Rights Law intended to eliminate discrimination against people with disabilities in all aspects of American life. This law includes provisions regarding employment, state and local government services, public transit service, public accommodations, and telecommunications. It was signed into law (Public Law 101-36) on July 26, 1990 and amended on January 1, 2009 (Public Law 110-325). This law has considerable impact on every agency/organization providing services. According to ADA, no individual with a disability can be excluded from participating in or be denied benefits of service, programs, or activities based solely on their disability. The ADA requires that an "individualized assessment" be conducted to objectively determine whether a person with a disability can be prohibited from participation. The City is not exempt from compliance if a program is offered by another organization and is on public property/facility. The City will not endorse, allow, or abide by discriminatory rules of any organization using City facilities.

IV. Definition of Terms

For the purpose of this policy, below are definition of terms:

- A. Adult Resident: Any participant 18 years old or older that resides within Huntington Park.
- B. Assignment: The transfer of rights held by one party—the assignor—to another party—the assignee
- C. City: City of Huntington Park, a municipal corporation
- D. Director: Director of Parks and Recreation for the City of Huntington Park
- E. Designee: An employee designated by the Director of Parks and Recreation for the City of Huntington Park
- F. New User: An organization that has not requested field use allocations in the 12-month period preceding its submission of an application. An organization that changes its name only, but which otherwise remains the same (same governing board) in regards to organizations affiliation, will not be considered a New User.
- G. Non-profit organization: A non-profit organization is a group organized for purposes other than generating profit and in which no part of the organization's income is distributed to its members, directors, or officers. A non-profit organization's must submit an IRS letter recognizing it as a tax-exempt organization.
- H. Participant: Players that are fully registered with a user organization.
- I. Permittee: An individual, group or organization that receives written consent to use a facility.
- J. Traditional Season: The portion of the year in which regulated games of the sport are in session.
 - a. Baseball: March through July
 - b. Basketball: November through March
 - c. Soccer: August through December
- K. Youth Resident: Any participant 17 years old or younger that resides within Huntington Park.

V. Priority Group Qualification

Due to the limited number of athletic facilities available, Athletic Facility Permits will be approved on the basis of priority as follows:

1. City Sponsored or co-sponsored programs and events – City of Huntington Park Department of Parks and Recreation youth or adult programs, leagues or events.
2. Non-profit organizations with 51%+ of its participants residing in Huntington Park (Huntington Park residency) and an “Everyone Plays” Philosophy (ex. AYSO, PONY Baseball, Little League, Jr. NBA) during traditional season. These organizations cater to youth and may also cater to participants with special needs.
3. Non-profit organizations that cater to gender-equitable programs.
4. School related programs.
5. Youth club programs, teams, organizations or events with 51%+ of its participants residing in Huntington Park. Membership is required to participate within club program, team, organization or event.
6. Adult programs, teams, organizations, or events with 51%+ of its participants residing in Huntington Park and affiliation with a national governing board (i.e. Major League Softball, Cal South Soccer, USSSA, Amateur Softball Association of America (ASA), and Pacific Coast Baseball League).
7. Adult programs, teams, organizations or events with 51%+ Huntington Park residency and no affiliation with a national governing body.
8. Youth club programs, organizations or events with under 51% Huntington Park residency.
9. Any other programs, organizations or events with under 51% Huntington Park residency.

VI. Liability Insurance Requirements

General liability insurance of the type and amount (at least \$1 million) required by the Director of Parks and Recreation shall be a condition for issuance of a facility permit. Failure to provide adequate insurance may be a cause of the City to reject or revoke a permit. A certificate of liability insurance shall name the City of Huntington Park as an additional insured. Additionally, an Endorsement Page (document CG 20 10 11 85 or CG 20 10 10 93) naming the City of Huntington Park, it's officers, agents and employees as additionally insured must be included. Insurance documents must be submitted with the application.

VIII. Volunteers

Permittee shall ensure that all volunteers in contact with minors have passed a background check.

IX. Permit Seasons

Due to the limited number of athletic facilities, permits are allocated in two seasons:

- A. Winter/Spring: January 1 through June 30 (Application must be submitted by November 1)
- B. Summer/Fall: July 1 through December 31 (Application must be submitted by May 1)

Submission of an application for use of facilities does not constitute approval. Approval is given according to allocation policy.

Priority of fields will be given to organizations traditional season and by priority grouping.

Rosters for the Winter/Spring season will be due on June 1. Rosters for the Summer/Fall season will be due on December 1.

X. Rosters

Permittee shall provide City with a list of all registered teams and their participants for the regular season. Team rosters must include participant phone numbers and addresses. Fifty-one percent (51%) of all participants must reside in the City in order to be considered a youth resident organization (or team) or adult resident organization (or team). Failure to submit rosters will result in the loss of residency status.

XI. Game Schedules

Permittee shall file with the City a schedule of all league games on the 15th of every month for the following month (ex. Schedule for January should be submitted on December 15). Schedules may be submitted for more than 1 month at a time. Failure to submit game schedules by the 15th of the month will result forfeiture of permit.

Month/Year Games will be Played	Date Game Schedules Due to City
January	December 15
February	January 15
March	February 15
April	March 15
May	April 15
June	May 15
July	June 15
August	July 15
September	August 15
October	September 15
November	October 15
December	November 15

XII. Use of Lights

Permittee will be required to submit all light schedules in writing to the City on the first of the month. Light fees must be paid a minimum of two (2) weeks in advance.

Programs, organizations or events with 51%+ Huntington Park residency and an “Everyone Plays” Philosophy (AYSO, PONY Baseball, Little League, Jr. NBA) during traditional season will be given access to lights 2 days per week at no charge. Additionally, these programs, organizations or events will be given access to lights for 1 fundraising tournament at no additional charge.

XIII. Tournaments

Groups that qualify for Priority Group #2 (Non-profit organizations with 51%+ of its participants residing in Huntington Park (Huntington Park residency) and an “Everyone Plays” Philosophy (ex. AYSO, PONY Baseball, Little League, Jr. NBA)), during traditional season, will be granted access for 1 fundraising tournament per year. An annual facility fee will be collected on behalf of the City per registered participant for this tournament. The tournament facility fee will be determined by the Director or designee.

Applicants must complete a field use request at least 30 calendar days in advance. Requests received less than 30 calendar days in advance will be granted as conditions allow. Fees charged will be consistent with the established “Private Party” fees indicated on the Athletic Facility Fee Schedule.

All direct costs not mentioned above (light fee, staffing, equipment, security deposits, and janitorial fees) must be paid by the organization.

XIV. Maintenance

An annual rest and renovation program is scheduled at all athletic facility sites. The City attempts to be flexible in accommodating user groups but, ultimately, the health and safety of our patrons and the condition and playability of the facility takes priority. This may require the closure of facilities and denial of use of a facility. Below is the maintenance schedule for each facility:

Facility	General Closure Dates
Freedom Park Athletic Field	June to August
Salt Lake Park Ball Fields	December to February
Salt Lake Park Gymnasium	Mid-December to Mid-January
Salt Lake Park Soccer Circle	
Salt Lake Park Soccer Square	Early May to Late July
Raul R. Perez Park Athletic Field	March to Early April <u>AND</u> September to Early October

Facilities may be closed at the discretion of Director or designee in order to preserve the facilities and the health and safety of participants.

XV. Inclement Weather Field Closure

The Director or designee has the authority to close any facility whenever weather or field conditions dictate. During inclement weather, City maintenance representatives will assess the playability of all facilities to determine if use will occur that day.

It is the permittee's responsibility to call the Department of Parks and Recreation during normal business hours to verify field closures. Organizations cannot play on facilities that have been closed.

XVI. Code of Conduct

It is the commitment of the Huntington Park Department of Parks and Recreation to ensure that all park facilities are free from negative, aggressive, and inappropriate behaviors, and that the environment is geared toward providing high quality programs, services and facilities in an atmosphere of respect, collaboration, openness, safety and equality.

All complaints of negative, aggressive, and inappropriate behaviors within city facilities will be taken seriously and followed through to resolution. Protection from negative, aggressive, and inappropriate behaviors extends to management, fellow employees, subordinates, customers, program participants, and patrons (terms used interchangeably throughout this policy).

It is the policy of the Parks and Recreation Department to practice appropriate measures when handling patron misconduct. Acts of violence, disrespect for authority, un-sportsmanlike conduct, misuse or abuse of equipment and facilities, and use of foul language or gestures will not be tolerated. In keeping with that policy, all patrons within City facilities including but not limited to the Huntington Park Community Center, Salt Lake Park, Raul R. Perez Memorial Park, and Freedom Park will be expected to adhere to this code of conduct when participating in programs, taking advantage of services or using facilities. The Department reserves the right to remove patrons from facilities or programs via suspension or other means deemed appropriate by the City.

The following are considered unacceptable behaviors:

- Activities that infringe on the rights of participants or staff.
- Destruction of facility materials, equipment, furniture and grounds.
- Conduct or language that disturbs other participants
- Inconsiderate or discourteous behavior toward participants or staff.
- Infractions against facility policies regarding loitering, sales or solicitation.
- Possession, use or sale of alcohol or other controlled substances without approval.
- Vandalism or littering in facilities or on their grounds.
- Violation of any federal, state or city laws and ordinances.
- Lack of personal cleanliness and good hygiene.
- Any malicious behavior a reasonable person would find unprofessional, disturbing and harmful to their physical/mental health.

XVII. Disciplinary Action

The City reserves the right to cancel or suspend facility permits for games, practices and other usages based upon violations of the City Municipal Code, Park rules and regulations or established Athletic Facility Use and Allocation Policy. Additionally, organizations may be penalized and permits may be revoked or forfeited for the following reasons:

- Any unacceptable behavior as listed, but not limited to the Code of Conduct
- Excess trash
- Consumption of alcohol or illegal substances

The following steps will be taken by the Director or designee to address and resolve complaints and violations. The City reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense.

STEP ONE – Give verbal warning to the organization

- Advise the violator that continued inappropriate behavior may result in suspension from programs, activities or use of facility.

STEP TWO – Address Incident in writing

- Meet with the organization representative to discuss violation
- Possible suspension use of facility

STEP THREE – Document to participant and suspension

- Prepare an outline of circumstances, including terms or restriction of facility
- Temporary and/or indefinite suspension from program, activity or use of facility

INCIDENTS OF IMMINENT DANGER

- Handle imminent danger to persons or property as a police matter
- When appropriate call 911 to protect the safety of participants and staff at City facilities
- Immediate indefinite suspension from program, activity or use of facility

XVIII. Athletic Field/Facility Use Rules and Regulations

1. Groups of 13 participants or more require an Athletic Facility Permit
2. It is the responsibility of the person in charge identified on the permit to enforce all rules and regulations.
3. Use of the facility will begin no earlier than 7 a.m. Use will end at dusk for non-lighted fields and by 10:30 p.m. on all lighted fields. Please check your permit for specific times.
4. Use begins and ends at the times stated on the permit, including set-up and clean-up times. Groups are not allowed on the fields prior to the start time indicated on the permit and are required to have the fields clean, picked up and be off the fields at the ending time indicated on the permit.
5. Parking is allowed in designated areas only. Vehicles may not be parked on park premises at any time.
6. Applicant's Facility Use Permit must be available during use and presented to any City representative upon request.
7. Alcoholic beverages are not allowed in City parks or premises.
8. Selling of food or other items is not allowed without City approval and will be noted on your permit.
9. Amplified sound is not allowed on any field without City approval and will be noted on your permit.
10. Permanent banners may not be posted without City approval and will be noted on your permit.
11. Property boundary walls and fences are not to be used as backstops or goals at any time.
12. Portable goals and/or markers are allowed but must be removed daily.
13. At the conclusion of games or practice each user group is responsible for picking up trash and debris and depositing it into the proper trash receptacles. The field and any adjoining areas affected by a group's use must be picked up and cleared of all trash and debris.
14. Please leave all park areas immediately after games and practices safely and quietly, especially after late games. Please practice being good neighbors to surrounding residential neighborhoods.
15. Wet Field Policy: Groups may not play on fields closed due to wet field conditions.
16. Non-adherence to any of these rules or City ordinance may result in the retention of a portion or all of the deposit and/or result in the cancellation of current and/or prohibition of future use.

XIX. Athletic Field Marking/Lining

Lining of City facilities is prohibited unless otherwise authorized by the Director or designee. Burning lines on City facilities is not permitted. Organizations failing to comply may result in the forfeiture of the permit.

XX. Site Specific Field Use

Raul R. Perez Park Athletic Field

- Soccer is not allowed on this field
- Rubber, molded, or metal cleats are not allowed on this field

Freedom Park Athletic Field

- Rubber, molded, or metal cleats are not allowed on this field

Salt Lake Park Ball Fields

- Soccer is not allowed on these fields

XXI. Traffic and Parking

No user shall operate a vehicle in any park, except in designated paved roads or driveways.

Users shall comply with traffic and parking regulations of the California Vehicle Code and the Huntington Park Municipal Code. The City may impose parking conditions on any permit or neighborhood on a case by case basis.

XXII. Deposit, Fees and Payment

A deposit is required for all facility use. The deposit will be refunded if the group abides by all rules and regulations. Allow 4-6 weeks after event has taken place for refund of deposit. Any refund of deposits will be mailed to name/address listed on facility rental application. Refunds will be withheld by the City if the permittee violates any of the rules and regulations relating to facility use. If the entire deposit is used to pay fees incurred as a result of the event, the city reserves the right to bill the permittee additional costs.

Deposits for annual or ongoing rentals may be refunded on an annual basis at the end of the calendar year. Deposits must be re-paid to the City for subsequent rentals (i.e. deposits do not carry over into the next calendar year).

Fees must be paid by check or money order made payable to "City of Huntington Park" or by Visa/MasterCard (*No cash*). Payment must be made by the 15th of the previous month.

If fees are not paid by the 15th of the previous month, the permit will be automatically revoked and the facility may be rented out to another organization.

XXIII. Fee Waivers

Facility rental fee waivers must be approved by the Director of Parks and Recreation, Parks Arts Recreation and Culture Commission, the City Manager, and/or City Council. If you would like to request a fee waiver, please submit:

- A letter requesting the fee waiver, at least 60 days prior to the event
 - The letter of request shall include the following: (A) names and addresses of board members, (B) the event's purpose and benefits to the community, (C) the event's proposed budget including all revenues and expenditures, (D) how the event's proceeds are to be used. (Proceeds are to be used exclusively within the community for charitable or non-profit activities involving youth or adult programs).
- A completed Facility Fee Waiver Application
- A completed Facility Rental Permit Application
- In addition, the person requesting the fee waiver must attend the commission and/or City Council meeting when the request is being considered. Ongoing facility permits for events where fees are waived will be limited to 3-month periods.

Please refer to the Park Facility Use Fee Waiver Policy for more details on fee waivers.

XXIV. Assignment

Permittee shall not assign the Athletic Facility Permit without prior written consent of the City.

XXIV. Indemnity

The City shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, invitee, agent or contractor of Permittee, resulting from or arising out of any act or omission of Permittee or of any person or entity holding under Permittee, the physical condition or state of the Facilities, or the occupancy or use of the Facilities or any part thereof by or under Permittee, or any act or omission in the exercise of any right or the performance of any obligation under the Athletic Facility Permit, or directly or indirectly from any state or condition of the Facilities, or any part thereof. Irrespective of any insurance carried by Permittee for the benefit of the City, and notwithstanding any other provision or statement of precedence of the Athletic Facility Permit to the contrary, Permittee shall indemnify and hold the City, its officers, directors, employees, representatives and volunteers (collectively "City Personnel") harmless from and against any and all actions, claims, demands, judgments, attorneys fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, invitee, agent or contractor of Permittee) in any way arising out of or in connection with the Athletic Facility Permit, the operations carried on by Permittee on the Facilities or any property to which Permittee has access hereunder, or the occupation or use of the Facilities by Permittee or any person or entity holding under Permittee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of the City, and/or acts for which the City would be held strictly liable, but excluding the sole active negligence or willful misconduct of the City. Any use of the Facilities involving a danger or risk determined by the City in its sole discretion, shall be covered by liability and property damage insurance provided by Permittee, at Permittee's sole cost and expense and endorsed for the benefit of the City, with insurance companies acceptable by the City. The bodily injury liability coverage shall be not less than \$1,000,000 each occurrence. The property damage liability shall be not less than \$1,000,000 for each occurrence. Permittee will provide the city with evidence acceptable to the City that such insurance has been obtained.

XXV. Allocation Formula

To resolve a discrepancy between two organizations of the same Priority Group, the following allocation formula will be used to determine the amount of field use that will be allocated to each organization.

Fields will be allocated within each Priority Use Group/Class to organizations based on the percentage of verifiable Huntington Park residents registered with that organization in relation to the total number of all registered Huntington Park residents in all organizations in that Priority Group.

Each organization will submit rosters showing the actual number of Huntington Park residents registered. Verification of residency will be established by providing such documentation as City staff deems necessary up to and including team rosters, player addresses, picture ID's and utility bills.

The total number of Huntington Park residents in all organizations within that Priority Group will then be determined. Each organization's resident number will be divided by the total of all residents registered to determine the percentage of use to be allocated to each group.

Example

Baseball Group A has 475 Huntington Park residents.
 Baseball Group B has 250 Huntington Park residents.
 Baseball Group C has 40 Huntington Park residents.

The total number of Huntington Park residents registered in all three organizations is 765.

475 divided by 765 equals 62%. Group A would receive 62% of the field time available.
 250 divided by 765 equals 33%. Group B would receive 33% of the field time available.
 40 divided by 765 equals 5%. Group C would receive 5% of the field time available.

XXVI. Process for Obtaining a Permit

Below is the process for obtaining an Athletic Facility Permit

1. The organization must submit a Facility Rental Application
 - A. Applications for Winter/Spring permits (January 1 through June 30) must be submitted by November 1
 - B. Applications for Summer/Fall permits (July 1 through December 31) must be submitted by May 1
2. The organization must submit the Liability Insurance Requirements attached to the application
3. The organization must execute and submit an Indemnity Agreement.
4. The Director or designee will review all applications and allocate facilities/fields equitably based on Priority Group Qualification and on Allocation Formula.
 - A. Permits for the Winter/Spring will be determined by December 1
 - B. Permits for the Summer/Fall will be determined by June 1
5. Once Allocation has been determined, the organization will receive a letter (or e-mail) informing them of their permit dates and times.
6. After receiving the letter outlining the permit details, the organization must pay fees on the 15th day of the prior month. Failure to pay fees on the 15th will result in possible forfeiture of permit.
7. Permits will be issued on a bi-annual basis (6 months)
 - A. At the Director's discretion, permits may be issued on an annual basis (12 months).
8. Late applications will be considered on a case by case basis.

XXVII. Permit Cancellations

Permits may be cancelled and/or rescheduled. Permits cancelled by the City or due to inclement weather may be rescheduled as availability allows or may be refunded in full. Permits cancelled by the user at least 90 days prior to the event will be refunded in full. Permits cancelled by the user with 46-89 days before the use, will receive a 75% refund. Permits cancelled by the user with 15-45 days before use, will receive 50% refund. Permits cancelled by the user with 14 days or less before use, will receive no refund.

Cancellation Period	% of Refund
90 days before use	100% refund
46-89 days before use	75% refund
15-45 days before use	50% refund
14 days or less	0% refund

Athletic Facility Rental Application



Please use this application to submit your request to rent space at the City of Huntington Park's Department of Parks and Recreation. In order to reserve a facility, facility rental applications and rental fees MUST be submitted and paid in full a minimum of 2 weeks prior to event date(s). For permits longer than 1 month in duration, fees MUST be paid in full by the 15th of the previous month.

Submission of this application does not guarantee rental of facility.

CONTACT INFORMATION

NAME OF GROUP/ORGANIZATION _____ TAX ID # (Non-profit only) _____

APPLICANT NAME/PERSON RESPONSIBLE _____ TITLE _____

CELL PHONE _____ ALTERNATE PHONE _____

EMAIL ADDRESS _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

FACILITY USE INFORMATION

SET UP DAY(S) / DATE(S) REQUESTED _____ EVENT DAY(S) / DATE(S) REQUESTED* _____

NAME OF EVENT _____ TYPE OF EVENT _____

FACILITY REQUESTED, IF KNOWN _____ ESTIMATED ATTENDANCE _____

**If more than three (3) dates are requested, please indicate all dates and times on the Allocation Schedule Located on the back*

FACILITY USE DETAILS

- | | | | |
|---|------------------------------------|--------------------------------|-------------------------------|
| 1. Is your organization an official non-profit organization 501(c)3? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| 2. Is your organization for youth (ages 17 & under) or adults? | <input type="checkbox"/> Youth | <input type="checkbox"/> Adult | <input type="checkbox"/> Both |
| 3. Does your organization cater to children with special needs? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| 4. Does your organization cater to both males and females? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| 5. Is your organization sanctioned by LAUSD? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| 6. Is your organization sanctioned by a national governing body? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| • If yes, list the name of the governing body? _____ | | | |
| 7. Do 51% of your participants reside in Huntington Park? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| • If yes, rosters will be required (must list player addresses) | | | |
| 8. Is your organization considered or comprised of travel ball or club teams? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| • If yes, list what is the name of the League? _____ | | | |
| 9. Is the use of facility for a tournament? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| 10. Will you be hosting practices and games? | <input type="checkbox"/> Practices | <input type="checkbox"/> Games | <input type="checkbox"/> Both |
| 11. Is there a membership fee required to join your organization? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| • If yes, how much? (Indicate cost per player/team) | \$ _____ | | |

Please sign below to confirm that the information contained on this application is accurate

SIGNATURE _____ DATE _____

—STAFF USE ONLY—			
APPLICATION RECEIVED BY _____	DATE RECEIVED _____	APPLICATION APPROVED BY _____	
APPLICATION PROCESSED/LOGGED BY _____			
DEPOSIT DUE _____	FACILITY FEES DUE _____	LIGHT FEES DUE _____	
STAFF FEES DUE _____	CHALKING FEES DUE _____	TOTAL DUE _____	RECEIPT NO. _____
PAYMENT TYPE	CHECK	MONEY ORDER	VISA/MASTERCARD
CONFIRMATION DATE _____			

Questions? 323.584.6218 • Fax 323.584.6310 • 3401 E. Florence Ave. • Huntington Park, CA 90255 • www.huntingtonpark.org

Allocation Schedule

SLP: Salt Lake Park
 PP: Raul R. Perez Memorial Park

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>Example – Field #3</i>	8 a.m. to 12 p.m.				5 p.m. to 10 p.m.	5 p.m. to 10 p.m.	8 a.m. to 4 p.m.
<i>Example – Field #2</i>	8 a.m. to 12 p.m.					7 p.m. to 10 p.m.	
Freedom Park Athletic Field							
SLP Ball Field #1							
SLP Ball Field #2							
SLP Ball Field #3							
SLP Ball Field #4							
SLP Batting Cages							
SLP Gymnasium							
Kevin De Leon Soccer Field A (West) (5 v 5) or (7 v7)							
Kevin De Leon Soccer Field B (West) (5 v 5) or (7 v7)							
Kevin De Leon Soccer Field A + B (11 v 11)							
SLP Soccer Square							
SLP Tennis Courts							
SLP Outdoor Basketball Courts							
PP Athletic Field							
PP Outdoor Basketball Courts							



Fee Schedule - Athletic Facilities

- Minimum Reservation**
 - The minimum reservation time for use of any park athletic facility for use of practices or games is 2 hours.
 - Same day permits are available on an hourly basis (2 hour minimum) for practice only when lights, chalking or personnel are not required.
- Non-Profit Rates**
 - A non-profit organization is a group organized for purposes other than generating profit and in which no part of the organization's income is distributed to its members, directors, or officers. Non-profit organizations must submit an IRS letter recognizing it as a tax-exempt organization prior to the time of rental.
- Light Fees**
 - \$10 light fee will be assessed per hour per field
 - *\$5 light fee will be assessed per hour for half and/or quarter use of athletic facilities (i.e. 1/2 Gymnasium, 1/2 Multi-purpose Field, 1/4 Soccer Field)
- Field Marking (Optional)**
 - \$6 chalking fee will be assessed per field (flat rate) every time a field is desired to be marked with chalk
 - \$10 painting fee will be assessed per field (flat rate) every time a field is desired to be marked with paint
 - Personnel fees are required for field marking
 - Chalk is not allowed on any grass or artificial turf facilities
- Equipment (Optional)**
 - A \$10 flat fee will be charged for the rental of the Volleyball system
 - An \$8 scoreboard operation fee will be assessed per hour when the scoreboard is desired
 - Personnel fees are required for scoreboard operation
- Personnel Fees**
 - \$17 per hour is charged for personnel services for field marking or operating the scoreboard
 - *\$9 per hour is charged for personnel services for staffing half and/or a quarter of athletic facilities (1/2 Gymnasium, 1/2 Multi-purpose Field, 1/4 Soccer Field)
- Weekday and Weekend Rates**
 - Weekday fees are defined as Monday through Friday from 8:00 a.m. to 5:00 p.m.
 - Weekend fees begin on Friday 5:01 p.m. through Sunday 11:00 p.m.
- Priority Group Qualification**
 - **Priority Groups 1-6**
 - Co-sponsored programs and events – City of Huntington Park Department of Parks and Recreation youth or adult programs, leagues or events.
 - Non-profit organizations with 51%+ of its participants residing in Huntington Park (Huntington Park residency) and an “Everyone Plays” Philosophy (ex. AYSO, PONY Baseball, Little League, Jr. NBA) during traditional season.
 - Non-profit organizations that cater to participants with special needs.
 - Non-profit organizations that provide gender-equitable programs.
 - Los Angeles Unified School District (LAUSD) related programs.
 - Non-LAUSD School related programs (ex. charter schools).
 - **Priority Groups 7**
 - Youth club programs, teams, organizations or events with 51%+ of its participants residing in Huntington Park. Membership is required to participate within club program, team, organization or event.
 - **Private Party**
 - Adult programs, teams, organizations, or events.
 - Youth club programs, organizations or events with less than 51% Huntington Park residency.
 - Adult programs, organizations or events with less than 51% Huntington Park residency.
 - **Commercial**
 - A non-sport group that will generate revenue solely for making profit for the private enterprise. This includes but is not limited to car shows, carnivals, circuses, magic shows, radio shows, television stations, or special events.
- Liability Insurance Requirements**
 - General liability insurance of the type and amount (at least \$1 million) required by the Director of Parks and Recreation shall be a condition for issuance of a facility permit. Failure to provide adequate insurance may be a cause of the City to reject or revoke a permit. A certificate of liability insurance shall name the City of Huntington Park as an additional insured. Additionally, an Endorsement Page (document CG 20 10 11 85 or CG 20 10 10 93) naming the City of Huntington Park, it's officers, agents and employees as additionally insured must be included. Insurance documents must be submitted with the application.



Fee Schedule - Athletic Facilities

Facility	Deposit	Priority Groups #1-6 Non-Profit/LAUSD		Priority Group #7 Youth Travel/Club Teams		Private Party		Commercial
		Weekday	Weekend	Weekday	Weekend	Weekday	Weekend	

Freedom Park

3801 East 61st Street

Multi-purpose Athletic Facility	\$150	\$10/hr.	\$15/hr.	\$20/hr.	\$25/hr.	\$30/hr.	\$35/hr.	-
Freedom Park Basketball Court #1	\$150	\$20/hr.	\$25/hr.	\$20/hr.	\$25/hr.	\$25/hr.	\$25/hr.	-
Freedom Park Basketball court #1 - 2	\$150	\$30/hr.	\$30/hr.	\$35/hr.	\$35/hr.	\$40/hr.	\$40/hr.	\$40/hr.

Raul R. Perez Memorial Park

6208 Alameda Street

Multi-purpose Athletic Facility	\$150	\$10/hr.	\$15/hr.	\$20/hr.	\$25/hr.	\$30/hr.	\$35/hr.	\$50/hr.
Multi-purpose Athletic Facility ½ Field	\$150	\$8/hr.	\$10/hr.	\$12/hr.	\$15/hr.	\$15/hr.	\$20/hr.	-
Basketball Court #1 or #2	\$150	\$20/hr.	\$25/hr.	\$20/hr.	\$25/hr.	\$25/hr.	\$25/hr.	-
Basketball Court #1 + #2	\$150	\$40/hr.	\$50/hr.	\$40/hr.	\$50/hr.	\$50/hr.	\$50/hr.	-

Salt Lake Park Baseball & Softball Facilities

3401 East Florence Avenue

Ball Field #1, #2 or #3	\$150	\$10/hr.	\$15/hr.	\$15/hr.	\$20/hr.	\$25/hr.	\$28/hr.	\$35/hr.
Ball Field #4	\$150	\$10/hr.	\$15/hr.	\$15/hr.	\$20/hr.	\$25/hr.	\$30/hr.	\$35/hr.
Ball Field Grass #1, #2, #3 or #4	\$150	\$8/hr.	\$10/hr.	\$12/hr.	\$15/hr.	\$15/hr.	\$18/hr.	-
Batting Cages (15 Minutes)	\$0	\$8/hr.	\$8/hr.	\$10/hr.	\$10/hr.	\$11/hr.	\$11/hr.	-
Batting Cages (30 Minutes)	\$0	\$15/hr.	\$15/hr.	\$18/hr.	\$18/hr.	\$20/hr.	\$20/hr.	-
Batting Cages (60 Minutes)	\$0	\$25/hr.	\$25/hr.	\$27/hr.	\$27/hr.	\$30/hr.	\$30/hr.	-

Salt Lake Park Gymnasium (Basketball & Volleyball)

3401 East Florence Avenue

Gymnasium	\$200	\$25/hr.	\$40/hr.	\$30/hr.	\$50/hr.	\$65/hr.	\$80/hr.	\$85/hr.
Gymnasium ½ Court	\$200	\$15/hr.	\$20/hr.	\$20/hr.	\$25/hr.	\$25/hr.	\$30/hr.	-

Salt Lake Park Soccer Fields

3401 East Florence Avenue

*Kevin De Leon Soccer Field A or B	\$150	\$20/hr.	\$25/hr.	\$25/hr.	\$30/hr.	\$30/hr.	\$35/hr.	-
*Kevin De Leon Soccer Field A + B (Entire Field)	\$150	\$35/hr.	\$40/hr.	\$40/hr.	\$45/hr.	\$45/hr.	\$50/hr.	\$75/hr.
*Kevin De Leon ¼ Soccer Field (Club Day Only)	\$150	\$10/hr.	\$15/hr.	\$15/hr.	\$20/hr.	\$20/hr.	\$25/hr.	-
Soccer Square	\$150	\$10/hr.	\$15/hr.	\$20/hr.	\$25/hr.	\$30/hr.	\$35/hr.	\$50/hr.
Soccer Square A or B (½ Field)	\$150	\$8/hr.	\$10/hr.	\$15/hr.	\$20/hr.	\$20/hr.	\$25/hr.	\$45/hr.

Salt Lake Park Outdoor Courts (Basketball Courts, Tennis Courts and Volleyball Courts)

3401 East Florence Avenue

Tennis Court (single court)	\$150	\$20/hr.	\$20/hr.	\$25/hr.	\$25/hr.	\$25/hr.	\$25/hr.	\$30/hr.
Tennis Courts (all 5 courts)	\$150	\$30/hr.	\$30/hr.	\$35/hr.	\$35/hr.	\$40/hr.	\$40/hr.	\$40/hr.
Outdoor Basketball Court (single court)	\$150	\$15/hr.	\$20/hr.	\$20/hr.	\$25/hr.	\$25/hr.	\$30/hr.	\$30/hr.
Outdoor Basketball Courts (all 5 courts)	\$150	\$40/hr.	\$50/hr.	\$40/hr.	\$50/hr.	\$50/hr.	\$50/hr.	\$55/hr.
Volleyball Court (single court)	\$150	\$10/hr.	\$15/hr.	\$15/hr.	\$20/hr.	\$20/hr.	\$25/hr.	\$30/hr.



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

August 18, 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:

ACTIVITY IN PUBLIC PLACES PERMIT FOR THE ANNUAL "SABOR DE MEXICO LINDO STEET FESTIVAL" (\$14-21).

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve an Activity in Public Places Permit request from The Greater Huntington Park Area Chamber of Commerce to conduct the annual "Sabor de Mexico Lindo" Downtown Street Festival along Pacific Boulevard, between Florence Avenue and Randolph Street, on October 3-5, 2014.
2. Discussion and/or action regarding City co-sponsorship of the event.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

City Council approval of an Activity in Public Places Permit (Permit) for the proposed street festival is required due to the request to close the public street, per Huntington Park Municipal Code Section 5-13.02.

FISCAL IMPACT/FINANCING

The Greater Huntington Park Area Chamber of Commerce (Chamber of Commerce) is responsible for costs incurred by the City related to the street festival. City staff will review the applicable estimated departmental costs with the Chamber of Commerce prior to the event. The Total Actual Cost will be determined by the City Finance Department after the conclusion of the street fair. The applicant will pay the entirety of the invoice within 30 days of receiving the invoice.

For the 2013 "Sabor de Mexico Lindo Festival", the Chamber of Commerce paid a Total Actual Cost of \$36,038 for City services. Specifically, Police Department charges were \$31,279, while Public Works Department charges were \$390. The loss of parking meter revenue charge was \$4,368.

ACTIVITY IN PUBLIC PLACES PERMIT FOR THE ANNUAL "SABOR DE MEXICO LINDO STREET FESTIVAL" DOWNTOWN STREET FESTIVAL (S14-21).

August 18, 2014

Page 2 of 3

For this year's event, City staff has reviewed the application and has estimated the following departmental costs:

Police Department:	\$36,672
Loss of Parking Revenue:	\$4,500
Public Works:	\$2,166
<u>Building Division:</u>	<u>\$950</u>
TOTAL:	\$44,288

The Chamber of Commerce is asking for the City's participation as a co-sponsor of the event in the following manner:

1. Public Works Department to be authorized for their services to be performed during personnel regular working-hours. And any minimal over-time as required be provided as in-kind service.
2. Chamber of Commerce to pay Police Department services at the rates requested for over-time pay, and not be billed for those during regular service hours.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Police Department, Public Works/Engineering/Building and Safety Department, Finance Department, Community Development Department and the Office of the City Clerk have reviewed the application to ensure compliance with all applicable federal, state and local regulations.

The "Sabor de Mexico Lindo" Downtown Street Festival has been conducted annually by the Chamber of Commerce for the past twenty years. The street fair will have amusement rides, exhibits, food booths, arts and crafts and a community health fair. To accommodate the street fair, Pacific Boulevard will be closed to vehicular traffic between Florence Avenue and Randolph Street (see attached map). Portions of other side streets such as Gage Avenue, Zoe Avenue, and Saturn Avenue will also be closed for ancillary activities. The street fair is estimated to attract approximately 150,000 people throughout the three (3) day period.

This year, the street fair will take place on Friday, October 3, 2014 from 5:00 p.m. to 11:00 p.m.; Saturday, October 4, 2014 from 11:00 a.m. to 11:00 p.m.; and Sunday October 5, 2014 from 11:00 a.m. to 10:00 p.m.

CONCLUSION

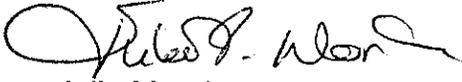
Upon City Council approval of the Activity in Public Places Permit for the 2014 "Sabor de Mexico Lindo" Downtown Street Festival, City staff will meet with the Chamber of Commerce concerning the specifics of the event, including costs and areas of coordination.

ACTIVITY IN PUBLIC PLACES PERMIT FOR THE ANNUAL "SABOR DE MEXICO LINDO STREET FESTIVAL" DOWNTOWN STREET FESTIVAL (S14-21).

August 18, 2014

Page 3 of 3

Respectfully submitted,



Julio Morales
Interim City Manager

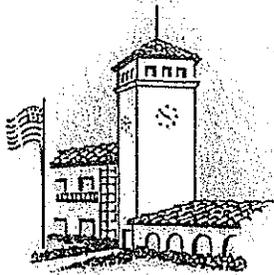


Albert G. Fontanez
Planning Manager

ATTACHMENTS

- A. Activity in Public Places Permit-Application
- B. Proposed Street Festival Layout/Setup
- C. Departmental/Agency Cost Estimates
- D. Letter from Chamber of Commerce

ATTACHMENT "A"



City of
HUNTINGTON PARK california
COMMUNITY DEVELOPMENT DEPARTMENT

6550 MILES AVENUE
HUNTINGTON PARK, CA 90255
TEL: (323) 584-6210 FAX: (323) 584-6244

**ACTIVITY IN PUBLIC PLACES
PERMIT APPLICATION**

PERMIT NO. _____

FILING FEE: Minor Events: \$244.19 plus \$10.00 per day; \$81.40 for non-profit entities, plus \$10.00 per day.
Major Events: \$1,627.88 plus \$10.00 per day; \$542.62 for non-profit entities, plus \$10.00 per day.

1. **APPLICANT** (If the applicant is an organization or business, also include the name of a contact person):
THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE

Mailing Address: 6330 PACIFIC BLVD., SUITE 208, HUNTINGTON PARK, CA 90255

Phone 1: (323) 585-1155 Phone 2: _____ Fax: (323) 585-2176

Huntington Park Business License No: N/A

Non-profit organization? Yes No If yes, Tax I.D. No? 95-1239700

Emergency Contact (name and telephone): LETICIA MARTINEZ (323) 547-3976

2. **ADDRESS / LOCATION OF EVENT/ACTIVITY** (Describe on which portion of the public-right-of-ways the event/activity will take place, i.e. - sidewalk, street alley, etc.):
PACIFIC BLVD., BETWEEN FLORENCE AVE. TO RANDOLPH ST.

3. **DESCRIPTION OF EVENT/ACTIVITY** (Describe purpose of event/activity. Include all activities such as meetings, assembly, parade, procession, or entertainment, etc., if more space is needed please attach a separate sheet of paper):
SPECIAL DOWNTOWN EVENT TO PROMOTE THE CITY OF HUNTINGTON PARK AND SHOWCASE SHOPPING DISTRICT.
ENTERTAINMENT STAGE, RETAIL COMMERCIAL EXHIBIT BOOTHS, ARTS/CRAFTS, FOOD BOOTHS, FREE SAMPLINGS.
FREE COMMUNITY HEALTH FAIR, AMUSEMENT RIDES FOR ALL AGES AND CHILDREN'S PINATA CONTEST.

4. **DATE(S) OF EVENT/ACTIVITY:**
OCTOBER 3, 4 AND 5, 2014

5. **TIME(S) OF EVENT/ACTIVITY (for each day):**
FRIDAY: 5:00 P.M. TO 11:00 P.M. / SATURDAY: 11:00 A.M. TO 11:00 P.M. / SUNDAY: 11:00 A.M. TO 10:00 P.M.

6. **Have you conducted this event/activity in the past twelve (12) months, in this or a neighboring city?**
Yes No If yes, where? ON PACIFIC BLVD. BETWEEN GAGE AVE. TO SLAUSON AVE.
Date(s) APRIL 4, 5 AND 6, 2014

7. Have you requested or obtained a permit from any other city within which the proposed event/activity shall commence, terminate or occur in part?

Yes No If yes, which city? N/A

8. Number of persons expected to attend proposed event/activity? 150,000

9. Number and type of vehicles, equipment and animals that will be used at the proposed event/activity?

NONE

10. Will there be vendors that will be participating in the event/activity?

Yes No If yes, how many? APPROXIMATELY 40

11. Do you have insurance for the proposed event/activity?

Yes No If yes, provide information and attach proof: STATE FARM INSURANCE

12. Applicant's authorized representative(s) for management of event/activity. If more than one, please list on a separate sheet of paper. (Note: Applicant or authorized representative(s) must be present at all times during the event/activity)

Representative's Name: LETICIA MARTINEZ, EXECUTIVE DIRECTOR/CEO

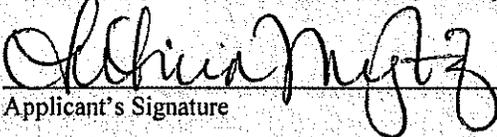
Contact Number: (323) 585-1155

Mailing Address: 6330 PACIFIC BLVD., SUITE 208, HUNTINGTON PARK, CA 90255

Please Note:

- *Submittal of a plan/map showing the location of the event/activity, including pedestrian and/or vehicle circulation is required.*
- *A fully completed application with all required approvals must be submitted to the Community Development Department a minimum of thirty (30) days prior to the date of the event/activity, or a minimum of ninety (90) days prior to the date of the event/activity if City Council approval is required.*

CERTIFICATE AND AFFIDAVIT OF APPLICANT: I/We understand and agree to abide by all of the Activity in Public Places Permit regulations of the City of Huntington Park and any other conditions imposed for the event/activity requested. I/We certify that all statements made on this application are true and complete. I/We understand that any false statement may result in denial of the requested permit or revocation of any issued permit.


Applicant's Signature

JULY 22, 2014

Date

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Date Submitted: _____

Received By: _____

Filing Fee: _____

Receipt No.: _____

City Council Approval Required? No Yes if yes, tentative meeting date? _____

Departmental/Division Approvals Required:

- Police Department City Clerk Revenue Collections Engineering
 Building and Safety Planning Field Services

Outside Agency Approvals Required:

- L.A. County Fire Dept. L.A. County Health Dept. Dept. of Alcoholic Beverage Control (ABC)

ATTACHMENT "B"

Randolph Street

Randolph Street

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The Greater
Huntington Park Area
CHAMBER OF COMMERCE

Presents



Oct. 3, 4 & 5, 2014

CLARENDON AVE.

CLARENDON AVE.

BLOCK 2



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Petting Zoo

1 &
Pony rides



← Generator

The Greater
Huntington Park Area
CHAMBER OF COMMERCE

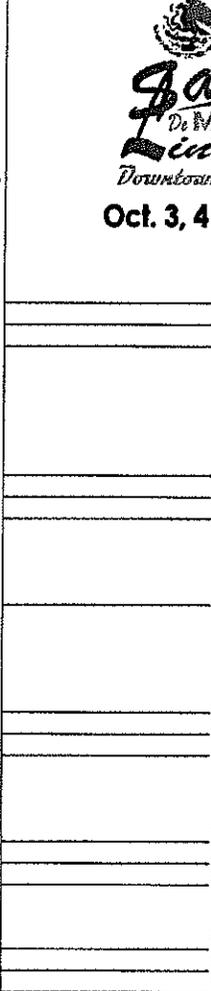
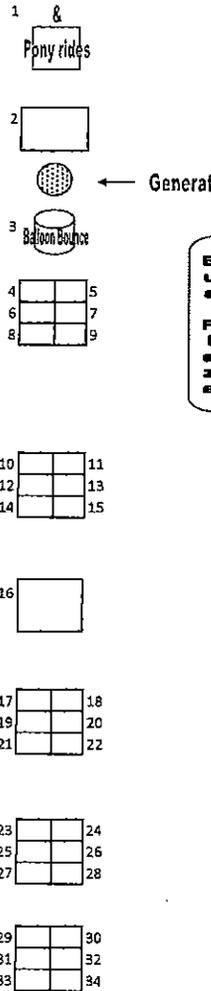
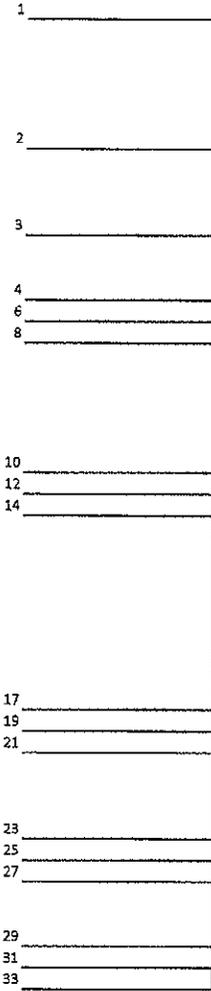
Presents



Oct. 3, 4 & 5, 2014

D30 A-ENG

D30 A-ENG

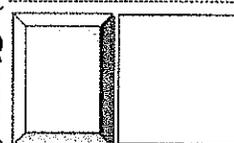


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GAGE AVE.

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The Greater
Huntington Park Area
CHAMBER OF COMMERCE

Presents



Oct. 3, 4 & 5, 2014

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Food Court



Generator →

Food Court

F130
F132

F129
F130
F131
F132

F129
F131

133 134
135 136
137 138

Alley

Portables

Roll Off Bin

SATURN AVE.



Alley

RITA AVE

SATURN AVE.

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The Greater
Huntington Park Area
CHAMBER OF COMMERCE

Presents



Oct. 3, 4 & 5, 2014

FLORENCE AVE.

ATTACHMENT "C"

**CITY OF HUNTINGTON PARK
PUBLIC WORKS DEPARTMENT
Sabor de Mexico Lindo Festival 2014
Job Cost**

PERSONNEL										
DATE	JOB DESCRIPTION	HOURS	REG RATE	OVERTIME RATE	# OF STAFF	CLASSIFICATION	SUB TOTAL	GRAND TOTAL		
10/1/2014 Wednesday	Deliver delineators at assigned locations, for posting of No Parking, and message boards.	4	\$24.79		2	Maintenance Workers	\$198.32			
10/2/2014 Thursday	Deliver barricades, cones, delineators & event signs at assigned locations for street closure.	4	\$24.79		4	Maintenance Workers	\$396.64			
10/2/1905 Thursday	Set up and close all left turn pockets and @ assist with street closure @ 5PM.	3		\$37.19	2	Maintenance Workers	223.14			
10/3/2014 Friday	Pick up all delineators from Pacific Blvd.	2	\$24.79		2	Maintenance Workers	\$99.16			
10/6/2014 Monday	Pick up all barricades, cones, delineators, and event signs.	4	\$24.79		4	Maintenance Workers	\$396.64			
						Sub Total	\$1,313.90			
					25.0%	Overhead	\$328.48			
						PERSONNEL TOTAL	\$1,642.38		\$1,642.38	
EQUIPMENT										
	TYPE	HOURS	HOURLY RATE							
Unit 349/409	Ford F150 w/ trailer (409)	4	\$21.43	\$85.72						
Unit 353/410	Ford F450 w/ trailer (410)	8	\$21.43	\$171.44						
Unit 346	Chevrolet Stake bed	2	\$21.43	\$42.86						
				EQUIPMENT TOTAL						\$300.02
MATERIALS										
		QTY.	RATE							
				MATERIAL TOTAL						\$1,942.40
				TOTAL EVENT COST						\$1,942.40

PREPARED BY: Juan A Preciado
DATE: August 6, 2014
TOTAL OVERTIME PERSONNEL COST \$223.14

EVENT OVERTIME ESTIMATE Sabor Sabor De Mexico Lindo 2014 (Friday)						
Position	Hourly Rate	Overtime Rate 150%	Hours Worked	Total of Hours Worked Per Officer	Total # Of Officers	
Police Lieutenant	\$ 61.71	\$ 92.57	12.00	\$1,110.78	1	\$1,110.78
Police Sergeant	\$ 55.03	\$ 82.55	12.00	\$990.54	1	\$990.54
Police Sergeant	\$ 55.03	\$ 82.55	7.00	\$577.82	2	\$1,155.63
Senior Officer	\$ 48.83	\$ 73.25	7.00	\$512.72	12	\$6,152.58
Comm Operator (Dispatcher)	\$ 31.59	\$ 47.39	9.00	\$426.47	1	\$426.47
Code Enforcement Officer	\$ 33.33	\$ 50.00	8.00	\$399.96	2	\$799.92
Business License Enf Officer	\$ 29.21	\$ 43.82	0.00	\$0.00	0	\$0.00
Total Projected Overtime					19	\$10,635.92

EVENT OVERTIME ESTIMATE Sabor Sabor De Mexico Lindo 2014 (Saturday)						
Position	Hourly Rate	Overtime Rate 150%	Hours Worked	Total of Hours Worked Per Officer	Total # Of Officers	
Police Lieutenant	\$ 61.71	\$ 92.57	12.00	\$1,110.78	1	\$1,110.78
Police Sergeant	\$ 55.03	\$ 82.55	12.00	\$990.54	1	\$990.54
Police Sergeant	\$ 55.03	\$ 82.55	8.00	\$660.36	2	\$1,320.72
Senior Officer	\$ 48.83	\$ 73.25	10.00	\$732.45	4	\$2,929.80
Senior Officer	\$ 48.83	\$ 73.25	8.00	\$585.96	8	\$4,687.68
Comm Operator (Dispatcher)	\$ 31.59	\$ 47.39	10.00	\$473.85	1	\$473.85
Code Enforcement Officer	\$ 33.33	\$ 50.00	8.00	\$399.96	2	\$799.92
Business License Enf Officer	\$ 29.21	\$ 43.82	0.00	\$262.91	0	\$0.00
Total Projected Overtime					19	\$12,313.29

Sabor De Mexico Lindo 2014 (Sunday)						
Police Lieutenant	\$ 61.71	\$ 92.57	12.00	\$1,110.78	1	\$1,110.78
Police Sergeant	\$ 55.03	\$ 82.55	12.00	\$990.54	1	\$990.54
Police Sergeant	\$ 55.03	\$ 82.55	10.00	\$825.45	1	\$825.45
Police Sergeant	\$ 55.03	\$ 82.55	7.00	\$577.82	1	\$577.82
Senior Officer	\$ 48.83	\$ 73.25	10.00	\$732.45	6	\$4,394.70
Senior Officer	\$ 48.83	\$ 73.25	7.00	\$512.72	10	\$5,127.15
Comm Operator (Dispatcher)	\$ 31.59	\$ 47.39	10.00	\$473.85	1	\$473.85
Code Enforcement Officer	\$ 33.33	\$ 50.00	8.00	\$399.96	2	\$799.92
Total Projected Overtime					23	\$13,722.39
Total Projected Overtime						\$36,671.60

The conditions are as follow:

The Police Department's approval is contingent upon the listed conditions being met, coupled with the decisions reached during the planning process.

The Police Department has the discretion to increase or decrease staffing based on the final event plan presented.

The Police Department has final approval of the security deployment plan.

All vendors will be required to obtain a City of Huntington Park business license.

Alcohol sales or sampling will not be permitted anytime before, during, or after the event without submittal of the proper licenses.

****** To accomplish the street closures, we will require 4 city yards employees, for two hours, to deliver and set up barricades, signs, etc...
 ***** Contact City Yard Supervisor for actual costs *******

***** THIS IS A PRELIMINARY ESTIMATE ****

THIS ESTIMATE IS SUBJECT TO CHANGE BASED ON THE AVAILABILITY OF ON DUTY PERSONNEL AND CHANGING CONDITIONS IN THE EVENT PLANNING

ATTACHMENT "D"



THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE

6330 Pacific Blvd., Ste 208, Huntington Park, CA 90255 • Tel: 323-585-1155 • Fax: 323-585-2176 • www.hpchamber1.com

August 11, 2014

**Co-President
Theresa Bagues**

Guerra, Cunningham, Bagues FDR'S

**Co-President
Edith Harder**

Huntington Park Self Storage

**1st Vice President
Art Resendez**

Wishire State Bank

**2nd Vice President
Sonia Luz-Chavez**

Casa Luz Restaurant

**3rd Vice President
Andy Molina**

Southeast Churches Services Center

**Treasurer
Robert Arciniaga**

McDonald's

**Presidential Advisor
Don Brabant***

Brabant Realty & Management

Executive Director/CEO

Leticia Martinez

*Greater Huntington Park Area
CHAMBER OF COMMERCE*

DIRECTORS

Anna Chavez
Care 1st

Ronald V. Garcia*
Southern California Edison Co.

Salvador Garcia
Shakey's Pizza

Janine Hamner
Waste Management

Hector Hernandez
Community Hospital

Martin Madrigal
Dearden's Furniture

Joe Martinez
Hub Cities Consortium

David Meza
Southern California Gas Co.

Irene Muro
The Oldtimers Foundation

Marco Soto
Fiesta Taxi

Jose Zepeda, Jr.
El Aviso Magazine

Mayor Rosa E. Perez and Council Members
CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, CA 90255

ATTENTION: Julio Morales, Interim City Manager

Re: "PRESENTATION AND PARTNERSHIP WITH 22ND ANNIVERSARY 'SABOR DE MEXICO LINDO DOWNTOWN FESTIVAL'"

Dear Mayor Perez and Council Members:

With the recent "Business Power Walk" presented earlier this year, the Chamber of Commerce representatives were pleased to outreach to the businesses and learn of their feedback on the importance of presenting activities that will continue to attract people to the downtown area. The event such as the "Sabor De Mexico Downtown Festival," every year attracts hundreds of thousands of attendees and has been recognized in the community as an annual tradition alongside the "Fabulous Holiday - Christmas Lane Parade," and the "Carnaval Primavera Downtown Festival."

The Greater Huntington Park Area Chamber of Commerce is once again outreaching to the City of Huntington Park in the partnership of the presentation of our upcoming 22nd Anniversary "Sabor De Mexico Lindo Downtown Festival." The annual downtown tradition recognized by the media and other communities as the "Major Hispanic Downtown Event," will be presented on the weekend of **October 3, 4 and 5, 2014** along Pacific Blvd. between Florence Ave. to Randolph Street.

As with our major events presented throughout Southern California, the event for the past three-years has faced a reduction in sponsorships due to the economic status, and with other cities also presenting similar events, making sponsorships at times unavailable. The Chamber of Commerce requests the City's assistance in the following areas:

1. Field Services to be authorized for their services to be performed during personnel regular working-hours. And any minimal over-time as required, be provided as in-kind service.
2. Chamber of Commerce to pay police services at the rates requested for over-time pay, and not be billed for those during regular services hours.

Your support and assistance to this respectful request will affirm and strengthen our relationship in working together for the overall benefit of our businesses and residents of the community.

* Past President

With the majority of the Festival's participating-vendors and sponsors paying their fees after the event, we are once again respectfully requesting the total amount of fees to the City be paid in two equal payments. The first 50% payment to be paid prior to the Festival, and the balance to be paid following the event upon the receipt of an itemized-invoice.

The presentation of the annual tradition that every year pays tribute to **National Hispanic Heritage Month** will feature **Exhibitor Booths, Arts & Crafts, Food Vendors, Corporate Exhibits, Main Stage of Live Entertainment, and welcoming back the popular Plaza De Mariachi**. Due to the high demand of our residents that may be currently uninsured, we will once again present a **Free Health Fair** with various clinics providing **free blood pressure check-ups, glucose testing, dental and vision, plus information on the prevention of long-term illnesses**. The event will once again feature a **Petting Zoo, Amusement Rides for all ages, and a children's activity day program with the Piñata Contest**. Children participating in the annual **Piñata Contest** will be hosted to **free amusement rides** courtesy of the Chamber of Commerce.

For the first time, the Chamber staff is working on securing a **BMX Extreme Sports and Air Show** that features popular **BMX bicycle performances, and safety training sessions for the children**. In addition, we are also looking at featuring a **Mexican Wrestling Ring** with live performances by professionals, and educating the children the safety measures on the sport. Upon receiving confirmation, we will gladly work with the City Staff on the amendment of the permit and work directly with the police department on any matters that should be addressed.

The event is once again being supported and co-sponsored by our media partners **KTLA, Channel 5, KVEA, Channel 52** and the metropolitan newspaper **La Opinion** and other publications, plus the radio stations that will run advertisements promoting the event and the name of **Downtown Huntington Park - Pacific Blvd.**

The Chamber of Commerce is once again looking forward to presenting a successful downtown promotional-event that showcases our businesses and unites the community at large. For any questions, or additional information, please do not hesitate to contact me at (323) 585-1155 or email me at letty@hpchamber1.com. Thank you.

Respectfully,

THE GREATER H.P. AREA CHAMBER OF COMMERCE


Leticia Martinez
Executive Director/CEO

Cc: Theresa Bagues, Co-President
Edith Harder, Co-President
Chamber Board of Directors
Chief of Police Jorge Cisneros
Lt. Al Martinez
Manny Acosta, Community Development Department



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

August 18, 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:

RESOLUTION FIXING THE RATE OF ANNUAL PENSION TAX RATE TO SATISFY OBLIGATIONS OF CITY'S VOTER AUTHORIZED INDEBTEDNESS - FISCAL YEAR 2014-2015

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the resolution fixing the annual pension tax rate to pay the City's pension obligation bond annual debt service and cost of public employees retirement system for Fiscal Year 2014-2015.

BACKGROUND

In 1976, the voters of the City of Huntington Park approved an initiative to pay for the obligation of the City to participate in the State of California Public Employees Retirement System (CalPERS)¹. A contract between the City and CalPERS was approved on January 1, 1945. Since 1976, the City Council annually sets the ad valorem property rate that determines the amount of funding required to meet this voter-authorized obligation established under the 1976 ballot initiative.

Once the property tax rate is established by the City Council for the fiscal year, the City must provide the adopted rate to the Los Angeles County Auditor-Controller to place the tax on the property tax roll by August 15th of each year.

¹In connection with the voters' approval in 1976, the City Council at the time passed Resolution No. 76-26 in March 1976 affirming the voters' approval of the fiscal obligations associated with participation in the CalPERS program in 1945 and confirming this special tax rates for tax year 1976-77.

RESOLUTION FIXING THE RATE OF ANNUAL PENSION TAX RATE TO SATISFY
OBLIGATIONS OF CITY'S VOTER AUTHORIZED INDEBTEDNESS - FISCAL YEAR
2014-2015

AUGUST 18, 2014

Page 2 of 3

FISCAL IMPACT/FINANCING

The pension tax revenues have been budgeted for Fiscal Year 2014-2015 so that the City may meet its annual Pension Obligation Bond debt service requirement and pay a portion of annual CalPERS costs. A 0.21% pension tax rate should generate a minimum \$3 million in annual pension revenues. This amount may be greater, depending on the outcome of potential litigation with Los Angeles County.

Should the City adopt a lower pension tax rate, the City will be required to identify additional funding from the City's General Fund to pay its pension obligations.

According to the Los Angeles County Assessor, the total assessed value of property in Huntington Park for Fiscal Year 2015 has remained approximately the same from the prior Fiscal Year. Therefore maintaining the pension tax rate at the same level for Fiscal Year 2014-2015 should produce sufficient tax revenues to support the City's POB and CalPERS obligation for Fiscal Year 2014-2015.

LEGAL & PROGRAM REQUIREMENTS

Each year the City is required to consider the adoption of the resolution to establish the City's annual pension tax rate. The pension tax is collected with annual the property tax levy and used to support the City's voter-authorized pension obligation bond (POBs) and CalPERS obligations.

The proposed pension tax rate is 0.21%, which is collected on the property tax bill. The pension tax rate has not increased since 1982. The Pension Tax Revenues are used to pay \$1.981 million in annual debt service for Pension Obligation Bond; the remainder is used to pay a portion of the City's annual CalPERS cost.

The final amount payable by the City to CalPERS for the Fiscal Year 2014-2015 will be calculated by CalPERS in the spring of 2014, when the City has provided CalPERS with actual payroll figures based upon new hires, retirements and other employment compensation factors.

RESOLUTION FIXING THE RATE OF ANNUAL PENSION TAX RATE TO SATISFY
OBLIGATIONS OF CITY'S VOTER AUTHORIZED INDEBTEDNESS - FISCAL YEAR
2014-2015

AUGUST 18, 2014

Page 3 of 3

CONCLUSION

Upon City Council approval, staff will forward the authorized Resolution to the County of Los Angeles Department of Auditor Controller by August 23, 2014.

Respectfully submitted,



JULIO MORALES
Interim City Manager



ANNIE RUIZ
Acting Director of Finance

ATTACHMENT: Resolution

ATTACHMENT "A"

1 Park, such publication to be completed not later than fifteen (15) days following the
2 passage hereof.

3
4 **PASSED, APPROVED AND ADOPTED** this 18th day of August 2014.
5

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7 _____
8 Rosa E. Perez, Mayor

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11 ATTEST:

12 _____
13 Acting City Clerk
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CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

August 18, 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:

REVIEW AND APPROVE PROPOSED RESTRUCTURE OF TINY TOT PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Tiny Tot program to be restructured into a hybrid class where instruction is divided among a full time and part time employee.

BACKGROUND

During the July 21, 2014 council meeting, staff presented a financial analysis of the City's Tiny Tot program. The cost of service to program participants is \$85 for 56 hours of instruction or \$1.51 per program hour. Conversely, the City expends approximately \$376 per hour of instruction. Continuing under this current cost structure subsidizing the program at a cost of \$42,200 a year is not financially viable.

Staff was directed to explore possible restructured alternatives to the program and as such identified the following as options:

1. Hybrid – Full-time & part-time employee instruction
2. Part-time employee instruction
3. Contract Instructor

The chart below outlines the subsidized cost to the City per option and the subsidized cost, if participants paid the full cost, \$85 or \$115 per session.

Option	Description	Total Program Costs	Full Recovery Fee	City Subsidy	
				\$85/session	\$115/session*
1	Hybrid	\$31,800	\$318	\$23,300	\$20,300
2	Part-time Employee	\$14,024	\$140	\$5,524	\$2,524
3	Contract Instructor	\$0	~\$115	\$0	\$0

**Not cost effective to use an employee whose salary is \$42 per hour when market rates are \$15 per hour.*

REVIEW AND APPROVE PROPOSED RESTRUCTURE OF TINY TOT PROGRAM

August 18, 2014

Page 2 of 3

The Parks and Recreation department believes that contract classes are the most cost-effective manner to provide classes to the community. Moreover, the City is paying its current instructor \$42 per hour compared to the market rate of \$15 per hour. However, at this time the “Hybrid” option provides the interim step toward the direction of moving to contract classes.

Staff recommends Council to consider the “Hybrid” option, which would divide the time of instruction between a full time and a part time employee. The benefit of this restructured alternative is the opportunity it presents of having a seasoned Tiny Tot instructor directly mentoring and supervising a part time employee to ensure the standards that have been established by this program are carried out in the same manner for future years to come.

This option will not only reduce the cost of the program in half but it will also allow higher and better use of our full time employee, given that 40% (800 hours) of their time is currently dedicated to the program. Staff also recommends that the cost of service to program participants remain at \$85 per 14 week session.

FISCAL IMPACT/FINANCING

The current Tiny Tot program is instructed by a full time Recreation Coordinator. Including salary and benefits, the Coordinator earns \$42 per hour, translating to \$33,200 in annual staffing for the Tiny Tot program and an additional \$9,000 in program supplies. In total, the City subsidizes \$42,200 for the Tiny Tot program.

If adopted, the Hybrid alternative offers a lower cost solution. This alternative presents a 31% reduction in personnel costs (\$22,800), if charged at an hourly rate of \$42 and \$15 per hour for a full time and part time employee, respectively.

Based on Council’s decision, the fiscal impact of each of the noted alternatives listed above is the following:

Option	Cost to City
1 – Hybrid	\$31,800
2 – Part-time employee instructor	\$14,024
3 – Contract Instructor	\$0

CONCLUSION

Upon City Council approval, staff will begin to advertise the restructured Tiny Tot program.

REVIEW AND APPROVE PROPOSED RESTRUCTURE OF TINY TOT PROGRAM

August 18, 2014

Page 3 of 3

Respectfully submitted,



Julio Morales
Interim City Manager



JOSETTE ESPINOSA
Director of Parks and Recreation



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

August 18, 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:

AUTHORIZATION TO RENEW CONTRACT AGREEMENT WITH TRITECH SOFTWARE SYSTEMS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the service agreement for I.Q. and Analytics with Trittech Software Systems.

BACKGROUND

Trittech is the vendor that provides the Police Department's Computer Aided Dispatch (CAD), Mobile Data Computer (MDC), and Records Management System (RMS) software, databases and applications. In addition to these services the Police Department purchased the "Dashboard" add-on feature in December 2010. The purchase was approved by Council and the product was subsequently purchased and installed. Trittech no longer supports Dashboard and they have launched a replacement and improved product known as I.Q. and Analytics. Trittech is providing a credit to the City for the software purchase.

FISCAL IMPACT/FINANCING

The start-up cost for this project is \$5,306.48 with the recurring annual fee of \$2,806.48. This amount did not change from the recurring annual Dashboard fee. The City has a credit with Trittech for \$6,360.64 from maintenance pool funds. The full amount of the credit will be applied to the cost of acquiring and implementing the software. After applying the credit, the quote total will be paid in full. The remaining amount of the credit will be applied to the recurring annual fee. The Police Department budgeted \$50,000 in contract services for this purpose (111-7040-421.56-41).

AUTHORIZATION TO RENEW CONTRACT AGREEMENT WITH TRITECH
SOFTWARE SYSTEMS

August 18, 2014

Page 2 of 2

CONCLUSION

Upon Council approval, the Interim City Manager will execute the agreement with
Tritech Software Systems.

Respectfully submitted,



JULIO F. MORALES
Interim City Manager



JORGE CISNEROS
Chief of Police

ATTACHMENTS

A: Tritech Contract



TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Phone: 858.799.7000
Fax: 858.799.7011
www.tritech.com

Subscription Service License & Use Agreement TriTech.com IQ

I. ASP License and Use Agreement.

This Application Service Provider (“ASP”) Agreement is made by and between, TriTech Software Systems., (hereinafter referred to as “TriTech”) and the client named on the signature page attached hereto (“Client”) as of the date that the quote accompanying this Agreement is executed by an authorized representative of both TriTech and the Client. TriTech and Client may also be referred to herein individually as “Party”, or collectively as the “Parties”.

II. Services; Software.

A. Under the terms of this Agreement, TriTech will be responsible for providing the following services (“Services”):

- (i) Hosting TriTech’s software (“Software”) for its TriTech.com IQ online program and corresponding module(s) as indicated on the Sales Order attached hereto as Addendum 2;
- (ii) Providing the Client with technical support for the Software as set forth in Schedule A (“Technical Support”), database hosting and other related services as further defined in the Sales Order;
- (iii) Providing the Client with remote access to the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided at Schedule A hereto with respect to scheduled maintenance; and further provided, that TriTech shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;
- (iv) Providing the Client with certain user manuals and/or on-line Software education or other information on the TriTech website to assist Client with its use of the Software (“Documentation”);
- (v) Enabling Client to update the applicable databases and obtain the agreed upon data processing output;
- (vi) Providing any other Software related services stated in the Sales Order (together, the “Subscription Services”). Schedule A and any Documentation may be updated by TriTech from time to time in its sole discretion upon written notice to Client;
- (vii) Providing the Client with initial training as stated in the Sales Order; and
- (viii) Populating the Software and the associated database(s) with Client Information (as defined in Section VII (B) hereof) and otherwise assist Client with the set-up of the Software (together, the “Implementation Services”).
- (ix) If applicable, TriTech and Client shall mutually agree in writing on a schedule for transfer of data from Client’s existing system to TriTech.com IQ.

- B. Force Majeure. TriTech shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond TriTech's reasonable control.
- C. This Agreement allows Client to use the Software located on TriTech's servers to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on TriTech's servers, and to access the Software remotely as directed by TriTech.

III. License; Access.

- A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), TriTech grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on TriTech's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by TriTech in writing, and TriTech shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.
- B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.
- C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third-party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by TriTech.
- D. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate an unauthorized password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to have an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.
- E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified on the Sales Order.

IV. Fees; Payment; Taxes.

- A. As consideration for use of the Subscription Services and the Implementation Services during the initial contract term, Client shall pay those fees and charges set forth in the Sales Order (together, "Fees"). Client agrees to allow TriTech to debit from its bank account(s) any and all fees due TriTech under this Agreement, if TriTech at its sole discretion chooses to do so. Failure to pay may result in suspension or termination of your account until payment is made. Fees shall remain in effect during the Initial Term. Thereafter, fees are subject to change upon each successive renewal which shall be mutually agreed and set forth in the Renewal Notice.
- C. As consideration for use of the Subscription Services during renewal contract terms, Client shall pay those fees and charges set forth in the Renewal Notice (together, "Fees").
- D. TriTech shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.
- E. All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:

TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3226

- F. Payments may be made by check; wire transfer; or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.
- G. Any amounts payable pursuant to this Agreement are to be net to TriTech and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due TriTech under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on TriTech's income.

V. Term and Termination; Suspension of Services.

- A. The initial term of this Agreement shall commence upon execution of this Agreement and shall continue in full force and effect for a period of one (1) year ("Initial Term") unless the Agreement is otherwise terminated as set forth herein.
- B. At the conclusion of the Initial Term, this Agreement automatically shall renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").

- C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.
- D. Client may terminate this Agreement if TriTech breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.
- E. In addition to the circumstances as described in Subsection V(F) below, TriTech may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client.
- F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to TriTech is delinquent, TriTech may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.
- G. Upon the effective date of expiration or termination of this Agreement: (i) TriTech immediately will cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client immediately shall pay in full to TriTech any and all monies that are owed by the Client to TriTech under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration
- H. Upon TriTech's reasonable belief that tortuous or criminal or otherwise improper activity may be associated with Client's utilization of the Services, TriTech may, upon prior notice to Client, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.
- I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, TriTech has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon TriTech's receipt of all Fees due and owing hereunder.
- J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, TriTech shall remove and destroy Client's data.
- K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VI. Client Responsibilities.

- A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply

information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by TriTech to Client. The Client Administrator that the Client appoints may be replaced at any time in the sole discretion of the Client upon Client's written notice to TriTech so long as the newly appointed Client Administrator has attended TriTech's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.

- B. Client is responsible for providing hardware that meets TriTech's recommended hardware specifications, and remote connectivity.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one-time importing of the Client Information into Client's database by TriTech has been properly performed, acknowledging that thereafter the completion of the initial set-up of all Code Files not already populated by TriTech and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in TriTech's policy for inputting Client Information in any Documentation TriTech provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not TriTech assisted Client with the development or construction of such reports and displays and other uses of the Client Information.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.
- H. Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.
- I. Client is responsible for maintaining a fast, stable, high speed internet connection.
- J. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to TriTech.com IQ.

VII. Confidentiality, Privacy and Business Associate Provisions.

- A. In association to the negotiation of this Agreement and TriTech's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees,

and agents, Client shall not disclose any of TriTech's trade secrets or confidential information without TriTech's prior written consent for any such disclosure.

- B. In association with the negotiation of this Agreement and the participation of TriTech in the support of the Software, TriTech has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. TriTech shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to TriTech for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) TriTech hosts on services for access by and transmission to the Authorized Users via the Internet. TriTech shall not use any Client Information except as expressly set forth in this Agreement.
- C. In addition to TriTech's obligations regarding nondisclosure of Client Information set forth above, in the event that TriTech is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, TriTech shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.
- D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that TriTech has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.
- E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.
- G. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. Client acknowledges that TriTech shall have no responsibility or

liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

VIII. Ownership.

- A. TriTech owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Client agrees that the Subscription Services' screens and any output of the Services, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.

Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI.

As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Subscription Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.

- B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

IX. Disclaimer; Limitation of Liability.

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE.

IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, CLIENT SHALL HAVE NO DUTY TO INDEMNIFY TRITECH FOR ANY CLAIMS OR ACTIONS ARISING OUT OF THE NEGLIGENCE, RECKLESSNESS AND/OR WRONGFUL CONDUCT OF TRITECH OR ANY OF ITS EMPLOYEES, OFFICERS, AND/OR AGENTS. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

- C. TRITECH DISCLAIMS ALL LIABILITY FOR ANY DAMAGE RESULTING FROM OR RELATED TO DATA AND/OR CLAIM FORMS AND RELATED INFORMATION TO, BY, ABOUT OR FOR ANY FEDERAL, STATE OR PRIVATE INSURANCE ORGANIZATIONS, INCLUDING, BUT NOT LIMITED TO MEDICARE, MEDICAID, AND COMMERCIAL INSURANCE COMPANIES. TRITECH MAY PROVIDE SUCH DATA OR INFORMATION, IF AT ALL, ONLY AS "SAMPLES" FOR THE PURPOSE OF DEMONSTRATING OR DISPLAYING HOW SUCH DATA AND/OR CLAIM FORMS MAY OPERATE IN THE SOFTWARE. TRITECH PROVIDES ALL SUCH SAMPLES ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED. TRITECH RECOMMENDS THAT CLIENT VERIFY THE ACCURACY OF ANY AND ALL DATA AND/OR CLAIM FORMS CLIENT USES WITH THE SOFTWARE.
- D. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK AND DATA, INCLUDING CLIENT'S USE OF THE SOFTWARE.
- E. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.
- F. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM.

X. Assignment.

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

XI. Written Notices.

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

A. Written Notices to Client:

Written notices to Client may be provided at the address listed for Client on the signature page of this Agreement.

B. Written Notices to TriTech:

TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Attention: Contracts

XII. Governing Law.

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California, without regard to its conflict of law provisions.

XIII. Integration.

This Agreement and the Sales Order contain the entire understanding between the parties and supersedes any proposal or prior agreement regarding the subject matter hereof.

Every term in this Agreement is considered to be severable by the Parties. To the extent that if any term of this Agreement or the Sales Order is in conflict with governing law, that provision shall be enforceable to the extent allowed by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CLIENT

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Blake Clark
Printed Name

Title

Chief Financial Officer
Title

Date

Date

Huntington Park Police Department
Address Line 1 – Company/Agency Name

6542 Miles Ave
Address Line 2 – Street Address

Huntington Park, CA 90255
Address Line 3 – City, State, Zip

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

Product Updates:

From time to time TriTech may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from TriTech on the general release date for an Update, TriTech will provide the Client with the Update and related Documentation.

Technical Support Services:

Telephone Assistance. Client will be given the telephone number for TriTech's support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Critical Priority Telephone Assistance after Normal Customer Service Hours. After Normal TriTech Customer Service Hours, emergency support for TriTech.com IQ will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a **Critical Priority Problem**).

Website Support. Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to TriTech's most current information. Client will need to enter its designated user name and password to gain access to the technical support areas on TriTech's website. TriTech's technical support areas allow Client to: (i) search an up-to-date knowledge-base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

Software Problem Reporting. Client may submit to TriTech requests identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail, FAX or through TriTech's Support website. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. TriTech.com IQ is unavailable each Monday from 12:00 a.m. to 6:00 a.m. Central Time for regular system maintenance. Regular system maintenance includes installation of the TriTech.com IQ Updates, operating system updates/patches and updates to other third party applications as needed. Special maintenance periods are scheduled as needed for maintenance tasks that cannot be completed in the regularly scheduled 6 hour maintenance window each Monday. Clients are notified of special maintenance periods via an email message.

TriTech Service Commitment

Provided that Client remains current on payment of its Subscription fees and provides equipment and remote connectivity that meet TriTech's recommended specifications, TriTech shall:

- Maintain the Subscriptions Services hosting infrastructure which includes OS updates, third party software updates, and hardware upgrades.
- Provide product version updates within 14 days of general availability.
- Perform daily backups of application files.
- Perform multiple daily database backups.

Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any third party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware that meets TriTech's recommended hardware specifications, and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;
- 4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;
- 5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;
- 7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in Section VII of this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

(9) **Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A.

This matrix defines the support issues, response times and resolutions for the Client's licensed TriTech.com software application.

Note: Normal Customer Service Hours are 7:30am to 7:30pm (Central Time) on weekdays excluding holidays. Support after Normal Customer Service Hours is offered weekends, nights and holidays for Critical Priority issues only. Critical Priority (Priority 1) issues should always be reported via telephone at 800-987-0911.

Software Errors for other than Critical Priority may be reported via the web portal: TriTech.com; or email: CH_ClientServicesTriage@tritech.com.

Priority	Priority Definition	Response Times
<p>Priority 1 – Critical Priority</p>	<p>24X7 Support for live operations on the production system. This is defined as the following:</p> <ul style="list-style-type: none"> • The TriTech.com IQ server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. • The TriTech.com IQ system is inoperable due to data loss or corruption caused by TriTech Software <p>This means that one or more TriTech server components are down or inaccessible, disabling all usability of Client's TriTech.com workstations</p> <p>These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800.987.0911.</p> <p>Priority 1 issues must be called in via 800.987.0911 to receive this level of response.</p>
<p>Priority 2 – Urgent Priority</p>	<p>Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible.</p> <p>Generally this means that a significant number of the system TriTech.com IQ workstations are negatively impacted by this error (e.g. does not apply to a minimal set of TriTech.com IQ workstations). These Software Errors are defined in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.</p> <p>Priority 2 TriTech.com IQ issues are not managed after Normal Customer Service Hours.</p>

Priority	Priority Definition	Response Times
Priority 3 - High Priority	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, which has a workaround available, but which does negatively impact the User from performing common TriTech.com IQ system functions. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • TheTriTech.com IQ system is unable to transfer data from external system to IQ • The TriTech.com IQ system update causing system functions to be inoperative with no workaround <p>A significant number of TriTech.com IQ workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 3 TriTech.com IQ issues are not managed after Normal Customer Service Hours.</p>
Priority 4 – Medium Priority	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 4 TriTech.com IQ issues are not managed after Normal Customer Service Hours.</p>
Priority 5 – Low Priority	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 5 TriTech.com IQ issues are not managed after Normal Customer Service Hours.</p>

Priority	Resolution Process	TriTech Resolution SLA
Priority 1 – Critical Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration impact of the issue on the Client, TriTech’s User base , and the date of submission. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company’s discretion according to TriTech’s roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

- A. TriTech.com IQ
 - a. The TriTech.com IQ server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries.
 - b. The TriTech.com IQ system is inoperable due to data loss or corruption caused by TriTech Software

Special Note #2: Priority 2 Urgent Priority issues meeting the previously noted criteria are defined as follows:

- A. TriTech.com IQ
 - a. The TriTech.com IQ System has a serious Software Error that severely impacts the ability of Users to perform critical work functions. Such errors will be consistent and reproducible.
 - b. The TriTech.com IQ system is unable to generate and render reports

ADDENDUM 1

BUSINESS ASSOCIATE ASSURANCE

In the event that **TriTech Software Systems (referred to herein as "TriTech")** is deemed to be a **"Business Associate" of Customer, and Customer is a "Covered Entity,"** as those terms are defined in 45 C.F.R. § 160.103, **TriTech**, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the **"Privacy Regulations"**) pursuant to **Public Law 104-191** of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (**"HIPAA"**), to protect the privacy of any personally identifiable, protected health information (**"PHI"**) that is collected, processed or learned in connection with TriTech supplied services. In conformity therewith, **Contractor** agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate TriTech Support Agreement; (ii) as required for the proper management and administration of **TriTech** in its capacity as a HIPAA Business Associate of Customer, in the event **TriTech** is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the TriTech Service Agreement;
- Report to Customer any use or disclosure of PHI not provided for by the TriTech Service Agreement of which **TriTech** becomes aware;
- Ensure that any agents or subcontractors to whom **TriTech** provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to **TriTech** with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event **TriTech** maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Customer in the event that **TriTech** maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Customer the information required to provide an accounting of the disclosures of PHI, if any, made by **TriTech on Customer's behalf, provided such** disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of **Customer's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA and the Privacy Regulations;**
- At the termination of the TriTech Service Agreement, return or destroy all PHI received from, or created or received by **TriTech** on behalf of Customer. In the event the return or destruction of such PHI is infeasible, **TriTech'** obligations as defined in this Business Associate Assurance shall continue in force and effect so long as **TriTech** possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the TriTech Service Agreement to the contrary, Customer may terminate the Agreement if Customer determines that **TriTech** has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic

Protected Health Information (“e-PHI”) that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Customer of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by TriTech

Except as otherwise limited by the Agreement, TriTech may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Customer if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, TriTech may use PHI for the proper management and administration of TriTech or to carry out the legal responsibilities of TriTech. TriTech may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if TriTech has been otherwise engaged by Customer to perform these services.

ADDENDUM 2

Sales Order

Proposal/Sales Quotation

Quotation #Q-00007660

Quotation Date: 2/14/2014

General & Client Information

<p>System Name: Huntington Park Inform IQ and Analytics for Change Order 02142014</p> <p>System Description:</p> <p>Client Contact: Alfred Martinez</p> <p>Contact Phone: 323-826-6649</p> <p>Contact Email: amartinez@huntingtonparkpd.org</p> <p>Expiration Date:</p> <p>Presented By: Thomas Blackwell</p>	<p>Bill To: 6542 Miles Ave Huntington Park, CA 90255 USA</p> <hr/> <p>Ship To: 6542 Miles Ave Huntington Park, CA 90255 USA</p>
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Project Products & Services

TriTech Implementation Service Fee(s)

IQ Implementation Service Fee(s)	Unit Price	Qty	Total Price
Inform 4 Special Pricing Services for Set up, 5 Years of TRITECH product Data Conversion and Trainings Services for TRITECH.COM IQ and ANALYTICS	\$2,500.00	1	\$2,500.00
Inform 4 Special Pricing TRITECH.COM Setup and Conversion Services (Up to 5 years for TriTech Products)	\$0.00	1	\$0.00
Inform 4 Special Pricing TRITECH.COM IQ Analytics SET UP	\$0.00	1	\$0.00
Inform 4 Special Pricing TRITECH.COM IQ Analytics 1 Day of Dashboard End User Training (Remote)	\$0.00	1	\$0.00
Inform 4 Special Pricing TRITECH.COM IQ 1/2 Day Admin Training	\$0.00	1	\$0.00

(Remote)			
Inform 4 Special Pricing TRITECH.COM IQ Analytics 1/2 Day of Reporting End User Training (Remote)	\$0.00	1	\$0.00
Inform 4 SPECIAL Pricing TRITECH.COM IQ 1/2 Day End User Training (Remote)	\$0.00	1	\$0.00
<i>IQ Implementation Service Fee(s) Subtotal:</i>			<i>\$2,500.00</i>

TriTech Implementation Service Fee(s) Total: \$2,500.00

Recurring Fee(s) (Year 1)

Product Name	Unit Price	Qty	Total Price
Inform 4 Special Pricing for TRITECH.COM IQ (1-40 Concurrent Users) and Analytics (5 Concurrent Users) One Year Subscription	\$2,806.48	1	\$2,806.48

Recurring Fee(s) (Year 1) Total: \$2,806.48

Project Total: \$5,306.48

Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$5,306.48
		Sales Tax Amount: \$0.00
		Quote Total: \$5,306.48

Recurring Fee(s) (Year 2)

Product Name	Unit Price	Qty	Total Price
Inform 4 Special Pricing for TRITECH.COM IQ (1-40 Concurrent Users) and Analytics (5 Concurrent Users) One Year Subscription	\$2,806.48	1	\$2,806.48

Recurring Fee(s) (Year 2) Total: \$2,806.48

Terms and Conditions

The software included in this Proposal/Sales Quotation is provided on a subscription basis. All software and services quoted herein are governed by the terms of TriTech's Subscription Services License & Use Agreement, a copy of which is attached to this quote, unless a fully executed version of this agreement is already in place between your agency and TriTech.

Payment terms are as follows:

***Special Note: Client has an existing credit in the amount of \$6,360.64 from maintenance pool funds (the "Credit"), and has requested that the full amount of the Credit be applied to the amounts above. After applying the Credit, the Quote Total (defined above) will be paid in full. Any remaining amount of the Credit shall be applied to the Recurring Fee for Year 2.**

50% of all Software, Services, Support and fixed travel fees are due at time of order -and- 50% of all Software, Services, Support and fixed travel fees are due upon installation.

Please note that TriTech's price quotation includes subscription-based products. All subscription fees are quoted as annual fees based upon the price for the first year of the annual subscription, with those annual fees commencing immediately upon activation of subscription.

For any subscription-based products included in this Quotation, the payment obligations covering the Subscription Term are non-cancellable and fees paid are non-refundable.

In the event Client cancels a training course scheduled to be conducted **on-site at Client's premises, TriTech shall be** entitled to reimbursement of any fees TriTech may incur associated with cancellation of travel and lodging for such training course.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

All travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, as they are not included in this quotation.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware **manufacturer's specifications**), **services, interface requirements, and Client requested enhancements.**

Quotation Issued by: Thomas Blackwell Email: thomas.blackwell@tritech.com Phone: (858) 799-7467	<u>Send Purchase Orders To:</u> TriTech Software Systems 9477 Waples Street, Suite 100 San Diego, CA 92121 Or Email: salesadmin@tritech.com Or Fax: (858) 799-7015
	<u>Remit Payments To:</u> TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3226

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, (i) sign and return the Subscription Services License & Use Agreement (if not previously signed), and (ii) check the appropriate box below and, either, (a) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (b) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on invoice.
- No Purchase Order required to invoice.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Client Agency/Entity Name

Client Authorized Representative

Title

Signature Client Authorized Representative

Date



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

August 18, 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:

AUTHORIZE THE CHIEF OF POLICE AND CITY ATTORNEY TO SECURE A MEMORANDUM OF UNDERSTANDING (MOU) WITH IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the Chief of Police and City Attorney to develop and secure a Memorandum of Understanding (MOU) with Immigration and Customs Enforcement (ICE), Homeland Security Investigations for the purpose of the reimbursement of costs incurred by the Huntington Park Police Department in providing resources to participate in ongoing, joint, major narcotics investigations.

BACKGROUND

The Huntington Park Police Department (HPPD) Crime Suppression Unit (CSU) is a team of skilled and specially trained detectives assigned to investigate narcotics-related cases. The CSU investigates narcotics cases of all types, from street level drug dealers to major drug traffickers. The CSU is currently part of a narcotics task force which involves various local, state and federal agencies dedicated to investigating exclusively major narcotics traffickers. Many of these investigations branch off secondary leads to other narcotics traffickers that are not the focus of the primary investigation. Because of the nature and focus of these types of major narcotics investigations and limited resources, some of these secondary leads are not followed-up on.

ICE has funds available through the Federal Treasury Forfeiture Fund, which provide for the reimbursement of certain expenses incurred by local law enforcement agencies participating in joint narcotics operations. These funds are available to reimburse expenses to facilitate investigation of secondary leads developed during a major narcotics trafficking investigation.

AUTHORIZE THE CHIEF OF POLICE AND CITY ATTORNEY TO SECURE A MEMORANDUM OF UNDERSTANDING (MOU) WITH IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)

August 18, 2014

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The HPPD CSU would like to utilize these funds available through ICE to follow up on secondary leads that factually or potentially have a nexus to the community of Huntington Park. Given the sophisticated and fluid nature of narcotics trafficking, many cases have shown that significant amounts of narcotics end up in, or pass through Huntington Park. The CSU would like to impact the amount of narcotics that end up in, or pass through Huntington Park, by dedicating narcotics detectives to follow up leads that could potentially result in arrests, recovery of narcotics, and seizure of money and property associated with narcotics trafficking.

FISCAL IMPACT/FINANCING

There is no fiscal impact to the City General Fund. The funds available through ICE reimburse expenses associated with the investigation of related major narcotics trafficking cases including overtime salary, and other investigative expenses; such as travel, fuel, training, equipment, and other similar expenses incurred by HPPD. The ICE reimbursement funds provide for salary reimbursement of up to \$15,000 per detective, per year.

As an example specifically related to salary savings, a team of five detectives for an 8-hour investigation would cost the general fund an average of \$2,400. The funds available through ICE would reimburse the entire amount to the General Fund, so there is no financial impact to the City.

There is, also, a high likelihood that investigations conducted by CSU detectives will result in significant amounts of money seizures, given the fact that narcotics traffickers deal mostly in large quantities of cash. Any amount of money seized by CSU detectives would be administered through the asset forfeiture process and a significant percentage (usually 40 percent) would come back to the City. These positive revenues can then be utilized to further narcotics enforcement and investigations in Huntington Park, and in accordance with asset forfeiture expenditure guidelines, these revenues could also be utilized to offset expenditures from the general fund by allocating costs of equipment and other investigative expenses to the asset forfeiture account. The reimbursement funds are available through ICE pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992.

CONCLUSION

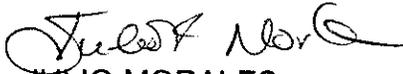
Upon Council approval, the Chief of Police and City Attorney will develop and secure a Memorandum of Understanding with ICE, Homeland Security Investigation to provide the agreement and mechanism for reimbursement of expenses incurred by HPPD in investigating joint task force related narcotics investigations.

AUTHORIZE THE CHIEF OF POLICE AND CITY ATTORNEY TO SECURE A
MEMORANDUM OF UNDERSTANDING (MOU) WITH IMMIGRATION AND CUSTOMS
ENFORCEMENT (ICE)

August 18, 2014

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Respectfully submitted,



JULIO MORALES
Interim City Manager



JORGE CISNEROS
Chief of Police



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 18, 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:

CONSIDERATION OF EVALUATION OF UNITED PACIFIC WASTE'S (UPW) LEGAL ACTIONS AND DISCUSSION AND CONSIDERATION OF SOLID WASTE FRANCHISE AGREEMENT WITH UPW

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive the evaluation of UPW's legal actions (Attachment A).
2. Determine whether or not to rebalance UPW's service rates to reflect across-the-board savings to all ratepayers or to accept the UPW rate schedules as proposed.
3. Determine whether or not to use refurbished carts at a savings of \$1.25 per household per month.
4. Determine whether to allow collection start times to commence at 6:00 a.m. versus 7:00 a.m.
5. Approve the form of the solid waste franchise agreement that incorporates United Pacific Waste's proposal (Attachment B).
6. Adopt the Resolution (Attachment C) authorizing the Mayor to execute the solid waste franchise agreement with UPW.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The City Council began a request for proposal (RFP) process in 2013 to award a new franchise for commercial and residential solid waste handling services. At a special meeting held on July 28, 2014, the City Council voted to award the solid waste franchise to United Pacific Waste (UPW). At a regular meeting held on August 4, 2014, the City Council met to determine (1) whether to rebalance service rates to reflect across-the-board savings to all ratepayers, and (2) to determine whether to use refurbished carts at

CONSIDERATION OF EVALUATION OF UNITED PACIFIC WASTE'S (UPW)
LEGAL ACTIONS AND DISCUSSION AND CONSIDERATION OF SOLID
WASTE FRANCHISE AGREEMENT WITH UPW

August 18, 2014

Page 2 of 4

a savings of \$1.25 per month per customer. See August 4, 2014 Staff Report for further information.

At the August 4, 2014 meeting, the City Council had questions regarding UPW's legal actions, postponed determining whether to rebalance rates and use refurbished carts, and instead directed staff to conduct a due diligence review regarding UPW's legal actions and report back to the City Council its findings. Staff has worked with Special Counsel, Rutan & Tucker LLP, to evaluate UPW's legal actions and a memorandum regarding the findings is presented for the City Council's consideration (Attachment A). Based on Rutan & Tucker LLP's review of legal actions in Los Angeles and Orange County where UPW was a named party, the memorandum concludes UPW was not required to report any legal actions because all of UPW's pending or resolved cases within the five-year time period did not meet the specific definition of "material legal action" used in the RFP.

Staff has also requested, as indicated in Section 3.1.(c)(i) of the RFP, personal guarantees (or a compatible performance bond) from UPW's owners and modifications to the draft solid waste franchise agreement have been made to reflect this change.

In addition, staff has worked with UPW to revise the draft solid waste franchise agreement that was attached to the RFP to incorporate UPW's proposal (Attachment B). Modifications to the draft solid waste franchise agreement include, but are not limited to, the following:

- unlimited electronic waste collection for residential customers at no additional charge
- an organics collection service
- a green waste cart service for residential customers that use bins for the collection of refuse
- a requirement that UPW create and provide, at no additional charge, an organics program (in addition to the offered organics collection) to customers in the event future laws or regulations impose an organics collection requirement
- language regarding a guaranteed minimum recycling percentage
- unlimited portable toilets and wash stations for City-sponsored or supported non-profit events
- sealable, lockable, watertight storage containers for the City's Public Works yard

CONSIDERATION OF EVALUATION OF UNITED PACIFIC WASTE'S (UPW)
LEGAL ACTIONS AND DISCUSSION AND CONSIDERATION OF SOLID
WASTE FRANCHISE AGREEMENT WITH UPW

August 18, 2014

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- the addition of liquidated damages for failing to meet the guaranteed minimum recycling percentage
- the option to use refurbished carts at a savings of \$1.25 per household
- a cap of \$75,000 on the performance review conducted prior to exercising the option to renew the contract
- the addition of language that UPW, the City and the City's street sweeper shall use their best efforts to establish more efficient and cost effective collection routes

In addition to the above changes, UPW has also requested that the collection start time in the franchise agreement be changed from 7:00 a.m. to 6:00 a.m. Staff seeks City Council direction on whether to revise the collection start time as requested by UPW.

FISCAL IMPACT/FINANCING

The costs of the RFP process are included as items to be reimbursed by the hauler that is awarded the franchise agreement.

It is anticipated that UPW's overall rates will save residents and commercial customers an average of 20 percent over current rate structures. In addition, a 15 percent franchise fee is set forth in the franchise agreement.

There will not be a financial impact to the City with regard to the recommended actions. Rebalancing service rates would still achieve an across-the-board savings of 20 percent from current rates. The increase in franchise fees is expected to increase fees by \$250,000 to \$300,000 per year.

CONCLUSION

Upon Council approval, the resolution will be adopted and the Mayor will execute the Agreement for Solid Waste Handling Services with UPW.

Respectfully submitted,



JULIO MORALES

Interim City Manager

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ATTACHMENTS

- A. Memorandum re UPW's legal actions
- B. Agreement for Solid Waste Handling Services with UPW
- C. Resolution authorizing the Mayor to execute the Agreement for Solid Waste Handling Services with UPW

MEMORANDUM

TO: Honorable Mayor and Members of the City Council
DATE: August 13, 2014
RE: United Pacific Waste's Legal Actions

1. Introduction.

Per City Council direction, our office has searched for all cases in Los Angeles and Orange County where United Pacific Waste (“UPW”) was a named party to determine the accuracy of UPW’s statement that it does not have any legal actions which would require disclosure under the City of Huntington Park’s (“City”) request for proposal for solid waste handling services (“RFP”). Based on our review, we believe UPW’s stated disclosure is accurate.

2. Analysis.

The starting point for evaluating whether UPW properly disclosed its legal actions is the definition in the RFP of what had to be disclosed. In particular, the RFP only required the disclosure of “material legal actions” which is defined as:

Proposer shall provide a list of any prior **(within the last five (5) years) or current material legal actions** for which Proposer, or its parent or affiliated company where applicable, was or is a named party. . . . “Material legal actions” for the purposes of this section means any litigation (i.e., a proceeding where a complaint was filed) or regulatory proceeding (i.e., a proceeding where an accusation was filed) pertaining to Proposer’s operations in the Counties of Los Angeles or Orange and **brought by an entity regarding the collection, disposal or processing of solid waste.** “Material legal actions” shall also include any litigation initiated by an entity alleging Proposer’s noncompliance and/or breach of an agreement for solid waste handling services with an entity located in the Counties of Los Angeles or Orange. Proposer shall also provide a list of any violation notices issued by a regulatory agency (within the last five (5) years) regarding the collection, disposal or processing of solid waste for Proposer’s operations in the Counties of Los Angeles or Orange.

(Emph. added.)

The relevant five (5) year period is May 22, 2009 through May 22, 2014.

Our independent search of cases where United Pacific Waste was a named party turned up 77 cases, however, 33 of those cases were not within the relevant time period.¹ A table summary of the 77 cases is below. Details regarding the cases are attached to this memorandum as **Exhibit A**.

Overall status of 77 cases	<ul style="list-style-type: none">• 74 cases have been voluntarily dismissed by the plaintiff (with or without a settlement) or a judgment was entered.• 3 cases remain pending.<ul style="list-style-type: none">○ Of the 3, only 1 was within the relevant time period (the other 2 were filed in July 2014).
Cases older than 5 years	<ul style="list-style-type: none">• Out of 77 cases, <u>31 were older than 5 years</u> and thus <u>did not</u> have to be disclosed. All 31 have been disposed of by settlement, dismissal, or judgment. For reference:²<ul style="list-style-type: none">○ 14 of the 31 were (1) small claims cases (amount up to \$10,000, but limit can be lower depending on type of case) or limited jurisdiction cases (amount in dispute does not exceed \$25,000), (2) demand to hold a shareholder meeting, and (3) alleged interference w/ contract by Phoenix not UPW³— all of which are not material.○ 7 of the 31 cases were financial disputes (not material).

¹ We have included within the 77 cases a case where Phoenix Waste & Recycling (“Phoenix”) was a named defendant in order to address it since the case brought to the City’s attention despite the fact that the case does not actually involve UPW as a named party and thus does not meet the RFP criteria.

² Some case information was not available due to the case files having been destroyed.

³ See Footnote 1.

	<ul style="list-style-type: none"> ○ 7 of the 31 cases were motor vehicle/personal injury actions (not material). ○ 2 of the 31 cases were insurance disputes (e.g., auto insurance recovery) (not material).
Cases w/in 5 year time period	<ul style="list-style-type: none"> • 44 cases were within the 5 year time period. • 23 of the 44 were (1) small claims cases (amount up to \$10,000, but limit can be lower depending on type of case) or limited jurisdiction cases (amount in dispute does not exceed \$25,000), and (2) unlawful detainer actions (property eviction)—all of which are not material. <ul style="list-style-type: none"> ○ 18 of the 23 were cases where UPW was the plaintiff. • 4 of the 44 cases were financial disputes. Of those 4 cases, 2 were settled, 1 was dismissed, and 1 judgment was entered – all of which are not material. • 8 of the 44 cases were motor vehicle/personal injury actions (3 settled, 4 dismissed, and 1 is pending) – all of which are not material. Note, 3 of the 8 cases also were limited jurisdiction or small claims cases. • 9 of the 44 cases were insurance disputes (e.g., auto insurance recovery) and all 9 have been dismissed or judgments have been entered and are not material.
Cases after 5 year time period	<ul style="list-style-type: none"> • 2 financial dispute cases that were filed in July 2014.

Based on our review, we do not believe any of the above 77 cases falls within the “material legal actions” RFP definition. 33 of the 77 cases are automatically excluded as they were not within the requested time period. Of the remaining 44 cases, over half (23 cases) of them are for relatively minor amounts with the majority of the cases (18 out of the 23) being small claims cases where UPW was the plaintiff seeking recovery of money from an individual.

We note that the 8 motor vehicle/personal injury accident cases within the last 5 years relate to accidents where a UPW employee allegedly was operating a solid waste vehicle in a

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manner that resulted in a suit. However, those motor vehicle accident cases were not brought by “an entity” as the term was used in the RFP such as a city or other hauler. In other words, a reasonable interpretation of the RFP language is that only cases brought by an entity (such as a city) had to be disclosed and thus, the motor vehicle/personal injury cases would not meet the criteria. Many of these motor vehicle/personal injury cases can also be categorized as small claims or limited jurisdiction cases where the amount in dispute is relatively low.

In addition, although there are 2 pending financial disputes where UPW is named as the defendant, those cases were not required to be disclosed under the RFP because (1) they did not meet the definition of material legal actions, and (2) they were outside of the requested time period. The RFP did separately require UPW to submit its most recent financial statements to allow the City to determine UPW’s financial health; however, we briefly discuss UPW’s two pending financial disputes for City Council consideration. One of the pending financial disputes is a limited civil jurisdiction case because the disputed amount is relevantly low, approximately \$8,000 and was filed in Orange County. The second financial dispute action was filed by an individual and alleges UPW failed to repay approximately \$200,000. As stated above, financial disputes were not included in the criteria for material legal actions, but are included in this memorandum for information purposes.

EXHIBIT A

	CASE NAME	CASE NUMBER	DATE FILED	DISPOSITION	CASE TYPE	Category - 1: small claims or limited jurisdiction, 2: Financial Dispute, 3: Auto Accident, 4: Insurance Dispute, 5: other	COMMENTS/NOTES
1	Metro Wireless Communications v. UPW	03SR1195	6/26/2003	8/15/2003	small claims		1 judgment for Metro \$2,567.70; appealed; stands; case file destroyed
2	Mobile Relay Assoc. v. UPW	03C02754	7/24/2003	7/21/2004	breach of contract		1 dismissed w/o prejudice entire action; case file destroyed
3	Caine & Weiner Co., Inc. v. UPW	04C00041	1/7/2004	1/10/2005	collections		1 dismissed w/ prejudice; case file destroyed
4	Master Disposal Co., Inc. v. UPW	KC044287	6/3/2004	2/27/2006	collections - seller plaintiff		1 dismissed w/o prejudice entire action
5	Bill's Truck Repair v. UPW	04J01860	6/14/2004	7/20/2004	small claims		1 dismissed w/o prejudice; case file destroyed
6	Creditors Adjustment Bureau v. UPW	04C02389	9/10/2004	1/12/2004	collections		1 dismissed w/ prejudice; case file destroyed
7	UPW v. Michelle Nipp	04M15700	9/27/2004	10/28/2004	small claims		1 judgment - def. owes nothing
8	Jay B. Stammerjohan v. UPW	05S00556	4/12/2005	5/18/2005	small claims		1 court ordered dismissal w/o prejudice; case file destroyed
9	Rogelio Morales v. Meliton Martinez	06C00734	4/7/2006	5/10/2007	auto tort		1 dismissed w/prejudice entire action; case file destroyed
10	Ametron/Amer. Electronic Su v. UPW	07M02515	2/16/2007	3/27/2007	small claims		1 judgment for Ametron \$231.50
11	Devina Garcia v. Jaime Perez	07K21150	11/13/2007	4/24/2008	personal injury		1 dismissal w/prejudice entire action; case file destroyed
12	Rebecca Barker v. Phoenix Waste & Recyl.	08M10405	9/18/2008	12/4/2008	small claims		1 dismissed by court w/o prejudice; case file destroyed
13	Consolidated Disposal Service v. UPW	VC041266	11/10/2003	1/20/2005	breach of contract/warranty		2 dismissed w/prejudice entire action; alleges that UPW failed to pay for refuse disposal at Gardena station (~\$74k)
14	Diamond Oil Co. v. UPW	BC313708	4/13/2004	10/25/2004	collections - seller plaintiff		2 dismissed w/prejudice entire action; alleges plaintiff agreement w/ UPW for diesel fuel & UPW failed to make payments (~\$82k)
15	Pacific Bell Directory v. UPW, et al.	BC326731	1/3/2005	6/24/2005	collections (seller plaintiff)		2 dismissed w/o prejudice entire action; alleges failed to pay for merchandise totalling ~\$150k
16	J.E. Dewitt, Inc. v. UPW	GC035981	9/21/2005	7/3/2006	breach of contract/warranty		2 judgment against UPW for approx. \$98k; alleges written credit agreement for fuel where UPW failed to pay

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17	DJ Garcia Trucking Co. v. Si Nor Inc. et al.	BC352268	5/11/2006	6/14/2007	contract (fraud)		2	dismissal w/ prejudice; claimed UPW (Phoenix) served as guaranty for co-defendant in contract for transportation of solid waste; alleged unpaid amount \$44k
18	Petro Energy Corporation et al. v. UPW	BC355419	7/14/2006	10/5/2007	breach of contract/warranty (settled)		2	case settled; alleged UPW failed to pay fuel per agreement; Mike and Rouben were personal guaranty (~\$143k)
19	Hydraforce, Inc. v. UPW	VC048889	6/12/2007	1/29/2008	collections (seller plaintiff)		2	plaintiff requested dismissal w/ prejudice; claims owed ~\$35k to service UPW's trucks
20	Kadijah Tennon et al. v. Escobar et al.	BC350565	4/12/2006	4/24/2007	motor vehicle		3	dismissed w/o prejudice; vehicle collision, claimed UPW owned or controlled property where accident happened, trash bin allegedly blocked motor vehicle views
21	Karina Mendoza v. UPW	BC361360	11/3/2006	2/5/2008	motor vehicle - PI/PD/WD		3	case settled; alleges trash vehicle hit plaintiff
22	Migiel M. Velez v. UPW	KC053101	6/6/2008	9/12/2008	motor vehicle - PI/PD/WD		3	dismissed w/prejudice entire action (settled); plaintiff alleges struck by trash bin
23	Chun et al. v. UPW	BC405053	1/6/2009	9/29/2010	motor vehicle		3	dismissal w/ prejudice; case alleged UPW owned vehicle driven by alleged drunk driver
24	Saghatelian v. Garcia et al.	05C01028	3/25/2005	6/2/2005	auto tort		3 and 1	dismissed w/ prejudice entire action; file destroyed
25	Renee Lopez v. UPW	08C00084	1/9/2008	5/23/2008	auto tort		3 and 1	dismissed w/prejudice entire action; case file destroyed
26	Ohira v. UPW	09K07196	4/9/2009	12/22/2009	motor vehicle		3 and 1	dismissed w/ prejudice entire action; case file destroyed
27	Allstate Ins. Co. v. UPW	05C01163	6/23/2005	8/8/2005	insurance coverage		4 and 1	dismissed w/o prejudice entire action; case file destroyed
28	Granite State Insurance Company v. UPW et al.	08C05239	11/12/2008	2/4/2009	auto tort		4 and 1	dismissed w/ prejudice as to all defendants; file destroyed
29	Alan Oganessian v. UPW	BS097934	7/8/2005	petition granted 9/2/2005	writ - admin. mandamus		5	writ granted to allow shareholder to inspect corporate records (claims Rouben misused and misappropriated assets)
30	Michael Kandilian v. UPW	BS099144	9/8/2005	9/22/2005	writ		5	order granting request to hold shareholder meeting

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31	Waste Resources of Gardena v. Phoenix Waste & Recycling Services	BC374242	7/16/2007	12/19/2008	interference w/ contract	5	Case settled; dispute between Phoenix and Waste Resources; where WRG got the commercial contract w/ Gardena; WRG employee allegedly left to go to Phoenix and got a residential contract w/ Gardena; Claims Phoenix make false statements to City to interfere w/ the WRG Gardena contract, get a termination notice issued, etc.
32	UPW v. Flora Carreno	09SE0787	6/11/2009	7/28/2009	small claims	1	judgment for UPW \$1,169.42
33	UPW v. Jerry Carrera	09SE0788	6/11/2009	7/28/2009	small claims	1	judgment for UPW \$4015.15
34	UPW c. Sebastian Barrios	09SM1068	6/16/2009	9/15/2009	small claims	1	judgment for UPW \$1,060
35	UPW v. Jack Smith	09SP0804	6/16/2009	7/23/2009	small claims	1	judgment for UPW \$1,468.49
36	UPW v. Mat Mora	09M06845	6/16/2009	9/18/2009	small claims	1	judgment - def. owes nothing
37	UPW v. Moon Knon Joo	09M06846	6/16/2009	7/17/2009	small claims	1	judgment for UPW \$2,538.88
38	UPW v. Nick Abood	09M06844	6/16/2009	7/27/2009	small claims	1	judgment for UPW \$560
39	UPW v. Regional Ford	09M06843	6/16/2009	9/25/2009	small claims	1	judgment for UPW for \$2952.26
40	UPW v. Ui Kyung Lim	09SC1158	6/16/2009	9/25/2009	small claims	1	judgment for UPW for \$5110
41	UPW v. Escobar Evangelina	09J01637	6/30/2009	7/29/2009	small claims	1	7/29/2009 judgment entered (for UPW \$2,578.28) - writ of execution
42	UPW v. Catherine Jane Coutts	09SW0890 (case renumbered Downey DOW09SW0890)	7/28/2009	9/9/2009	small claims	1	dismissed by court judgment defendant owes nothing to UPW
43	Jaafar Benkirane v. UPW	10M00310	1/8/2010	2/26/2010	small claims	1	judgment for Benkirane \$2,125
44	Ho Sang v. Juan Manuel Castillo	12M00828	1/17/2012	5/7/2012	small claims	1	judgment UPW does not owe plaintiff any money
45	Young Ju Kim v. Juan Manuel Castillo	12M00814	1/17/2012	5/8/2012	small claims	1	judgment - def. owes nothing
46	Paul Cordova v. UPW	12SW0765	7/23/2012	11/7/2012	small claims	1	judgment for UPW \$4403.84
47	UPW v. Edward Robles	12SW0917	9/10/2012	6/12/2014	small claims	1	judgment for UPW \$4500
48	UPW v. Trinex Comm'l Finance, Inc.	12SW0908 (renumbered to Downey DOW12SW0908)	9/10/2012	10/22/2012	small claims	1	dismissed by court order (case to be filed in OC)
49	UPW and Recycling v. Rob Tow	12SW1126	11/8/2012	12/17/2012	small claims	1	judgment for UPW \$362.31
50	UPW v. Gregory Jackson	12SW1125	11/8/2012	12/17/2012	small claims	1	dismissed w/o prejudice

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51	UPW v. Leonor Aranda	12SW1127	11/8/2012	12/17/2012	small claims		1	judgment for UPW \$1,046.88
52	UPW v. Tow	12SW1126	8-Nov-12	12/17/2012	small claims		1	judgment for UPW of \$362.31
53	UPW v. Alexander Salguero	12SW1136	11/14/2012	12/7/2012	small claims		1	judgment for UPW \$1,567.01
54	Hydraforce, Inc. v. UPW	VC053623	5/27/2009	11/16/2009	collections - seller plaintiff		2	dismissed w/prejudice; settled; claimed owed ~\$32k for servicing trucks
55	David Killackey v. UPW	KC057352	11/24/2009	4/12/2010	collections - seller plaintiff		2	default judgment; claim for ~\$115k due on contract
56	BBCN Bank v. UPW, et al.	EC059255	9/27/2012	4/16/2013	breach of contract/warranty (not-fraud)		2	dismissal w/o prejudice due to settlement; case re alleged breach of promissory note (loan agreement) and foreclosure on personal property, and breach of guarantees
57	Gail Michaelian v. UPW	BC497593	12/17/2012	1/23/2013	promissory note - collections		2	dismissed w/o prejudice entire action; claim UPW defaulted on promissory note from 1/25/2010 ~\$332k
58	Najarian v. UPW	BC551970	7/17/2014	pending	loan dispute		2	loan dispute over ~\$200k
59	Southern Counties Lubricants, LLC v. UPW	30-2014-00732675-CL-CI-CJC	7/8/2014	pending	civil		2 and 1	alleged UPW failed to pay fuel per agreement (~\$8k)
60	Jose Luis Navarro v. UPW	EC050146	6/12/2009	2/23/2010	motor vehicle - PI/PD/WD		3	dismissed w/o prejudice entire action; alleges trash vehicle driver struck plaintiff
61	Marco Vynnicio Moreno v. Waste Mgmt	VC054629	10/1/2009	12/1/2011	motor vehicle - PI/PD/WD		3	dismissed w/prejudice entire action (settled); trash vehicle accident case
62	Maria D. Arambula v. UPW	BC464839	7/6/2011	8/9/2012	motor vehicle - PI/PD/WD		3	dismissed w/prejudice entire action; claimed UPW owned, operated, maintained vehicle recklessly and collided w/ plaintiff
63	Edward J. Carrick v. UPW	BC472378	10/28/2011	9/26/2012	motor vehicle - PI/PD/WD		3	dismissed w/prejudice entire action (settled); alleges trash vehicle hit bicyclist claiming it was UPW dba Phoenix
64	Maria Rosie Flores v. Odilio Alberto Rosales	BC526052	10/30/2013	5/21/2014	motor vehicle - PI/PD/WD		3	dismissed w/prejudice entire action; trash truck allegedly struck plaintiff's vehicle
65	Russell Prescott v. UPW, et al.	BC415159	6/4/2009	red 12/1/2010	motor vehicle - PI/PD/WD		3 and 1	transferred case to limited jurisdiction; case settled (claimed trash vehicle collided w/ plaintiff)
66	Russell Prescott v. UPW, et al.	10K20528	12/1/2010	1/24/2012	personal injury		3 and 1	dismissed w/prejudice entire action; case file destroyed (claimed trash vehicle collided w/ plaintiff)
67	Nancy M. Duarte v. Jose Gustavo Gonzalez	14K00718	1/14/2014	pending	personal injury		3 and 1	claims trash vehicle struck plaintiff's vehicle
68	Mercury Ins. Co. v. Gonzalez, Armando Romero	09C02799	8/7/2009	10/13/2009	auto tort		4 and 1	dismissed w/ prejudice; case file destroyed

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69	Farmers Insurance Exchange v. UPW	09K23947	12/23/2009	11/30/2010	personal injury	4 and 1	default judgment against UPW; insurance claim by plaintiff's insurer for trash vehicle collision (subrogation) (\$4,658.68)
70	Insurance Co. of the West v. UPW	10C00077	1/8/2010	7/29/2010	breach of contract	4 and 1	judgment against UPW for \$9,167.36
71	State Farm Mutual Automobile I v. Barajas	10CW1192	3/24/2010	5/31/2012	non-personal injury	4 and 1	judgment against UPW for \$2,546.53
72	State Farm Mutual Automobile I v. UPW	10C01068	4/13/2010	8/5/2010	auto tort	4 and 1	dismissed w/prejudice entire action; case file destroyed (codefendant Javier Martinez)
73	Allstate Insurance Company v. UPW	10B06635	12/10/2010	2/22/2011	insurance coverage	4 and 1	dismissed w/ prejudice; case file destroyed
74	State Farm Mutual Automobile I v. Luna	11CW0353	1/25/2011	8/28/2012	non-personal injury	4 and 1	dismissed w/o prejudice
75	Allstate Ins. Co. v. UPW	11C03223	9/19/2011	11/16/2011	auto tort	4 and 1	dismissed w/o prejudice entire action; case file destroyed
76	State Farm Mutual Automobile v. Rojelio Harnandez-Rios	13K04499	4/5/2013	11/1/2013	subrogation recovery	4 and 1	dismissed w/o prejudice entire action; subrogation recovery action for trash vehicle accident driven by UPW employee (employee's insurance brought action)
77	Beatrice Riley v. Phoenix Waste & Recycling Services, LLC	VC060738	3/15/2012	9/13/2012	UD/commercial	5	case settled; was an unlawful detainer action

Attachment “B”

**Agreement with Solid Waste
Handling Services with UPW**

Forthcoming

