

Cristian Markovich, Mayor  
Christian Hernandez, Vice Mayor  
Baru Sanchez, Council Member  
Jack Guerrero, Council Member  
Chris Garcia, Council Member



CLARA STREET PARK  
TURNER HALL  
4835 Clara Street  
Cudahy, CA 90201  
Phone: (323) 773-5143  
Fax: (323) 771-2072

**REMOTE TELECONFERENCE  
LOCATION:**

CLARA STREET PARK  
Chamber of Commerce Room  
4835 Clara Street  
Cudahy, CA 90201

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## AGENDA

A REGULAR MEETING  
OF THE CUDAHY CITY COUNCIL  
And JOINT MEETING Of The  
CITY OF CUDAHY AS SUCCESSOR AGENCY  
TO THE CUDAHY DEVELOPMENT COMMISSION  
Monday, February 8, 2016 – 6:30 P.M.

*"Members of the Public are advised that all PAGERS, CELLULAR TELEPHONES and any OTHER COMMUNICATION DEVICES are to be turned off upon entering the City Council Chambers." If you need to have a discussion with someone in the audience, kindly step out into the lobby.*

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's Office at City Hall located at 5220 Santa Ana Street, Cudahy, CA 90201.

*In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, you should contact the City Clerk's Office at (323) 773-5143 at least 72 hours in advance of the meeting.*

**1. CALL TO ORDER**

**2. ROLL CALL**

Council / Agency Member Garcia  
Council / Agency Member Guerrero  
Council / Agency Member Sanchez  
Vice Mayor / Vice Chair Hernandez  
Mayor / Chair Markovich

**3. PLEDGE OF ALLEGIANCE**

#### 4. PRESENTATIONS

- A. Southeast Community Development Corporation
- B. Los Angeles County Park Needs Assessment
- C. Los Angeles County Bicycle Coalition – Operation Firefly
- D. Student Nest
- E. Fiscal Year 2015-16 Mid-Year Budget

#### 5. PUBLIC COMMENTS

(Mayor: This is the time set aside for citizens to address the City Council / Agency on matters relating **only to items on the agenda**. Anyone wishing to speak, please fill out the **yellow comment card** located at the Council Chambers entrance and submit it to the City Clerk. Speakers that submitted comment cards within the first 20 minutes of the meeting will be permitted to speak. **Pursuant to Government Code section 54954.3(b), time limits are placed on the public comment period. The Mayor will announce when public comment cards may no longer be submitted to the City Clerk and no public comment cards will be accepted after the Mayor's announcement.** Each person who submits a public comment card will be allowed to speak only once and will be limited to three (3) minutes. When addressing the Council / Agency please speak into the microphone and voluntarily state your name and address.)

(Every person who, without authority of law, willfully disturbs or breaks up a City Council meeting, is guilty of a misdemeanor. [See, Cal. Penal Code § 403.] )

#### 6. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS

(This is the time for the City Council / Agency to comment on any topics related to "City Business," including announcements, reflections on city / regional events, response to public comments, suggested discussion topics for future council meetings, general concerns about particular city matters, questions to the staff, and directives to the staff (subject to approval / consent of the City Council majority members present, regarding staff directives). Each Council / Agency Member will be allowed to speak for a period not to exceed three (3) minutes. Notwithstanding the foregoing, the City Council Members shall not use this comment period for serial discussions or debate between members on City business matters not properly agendized. The City Attorney shall be responsible for regulating this aspect of the proceeding.)

#### 7. CITY MANAGER REPORT (information only)

#### 8. REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS

- A. **CITY MANAGER CONTRACT NEGOTIATIONS AD HOC COMMITTEE**  
(Vice Mayor Hernandez and Council Member Sanchez) – Formed December 14, 2015)

- B. **TECHNOLOGY AD HOC COMMITTEE**  
(Vice Mayor Hernandez and Council Member Garcia) – Formed November 23, 2015
- C. **AD HOC COMMITTEE TO RECOMMEND APPOINTMENTS TO VARIOUS CITY COMMISSIONS**  
(Vice Mayor Hernandez and Council Member Sanchez) – Formed August 24, 2015
- D. **NATIONWIDE AD HOC COMMITTEE** – Formed October 12, 2015  
(Council Members Garcia and Sanchez)
- E. **AD HOC BOOK FAIR COMMITTEE**  
(Mayor Markovich and Council Member Garcia)
- F. **CUDAHY YOUTH LEADERSHIP AD HOC COMMITTEE**  
(Mayor Markovich and Council Member Garcia)
- G. **AD HOC BEAUTIFICATION COMMITTEE**  
(Mayor Markovich and Council Member Sanchez)
- H. **SUCCESSOR AGENCY COMMITTEE**  
(Mayor Markovich and Vice Mayor Hernandez)
- I. **CASINO AND GAMING COMMITTEE**  
(Vice Mayor Hernandez and Council Member Sanchez)
- J. **AD HOC CLARA PARK EXPANSION COMMITTEE**  
(Council Member Garcia and Mayor Markovich)
- K. **FARMERS MARKET/SWAPMEET COMMITTEE**  
(Council Member Garcia and Council Member Sanchez)
- L. **CONTRACTS COMMITTEE**  
(Council Member Garcia)
- M. **PENSION REFORM COMMITTEE**  
(Mayor Markovich)

**9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES**

(Consideration to waive full text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council / Agency to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.) (COUNCIL / AGENCY)

**Recommendation:** Approve the Waiver of Full Reading of Resolutions and Ordinances.

## 10. CONSENT CALENDAR

(Items under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council / Agency Member so requests, in which event the item will be removed from the Consent Calendar and considered separately.)

(SUCCESSOR AGENCY ONLY)

- A. Adoption of a Proposed Resolution Approving an Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 16-17 (*page 11*)

Presented by Finance Director

**Recommendation:** The Successor Agency is requested to:

1. Adopt the proposed resolution approving Successor Agency Loan Agreement No. 16-17:12; and
2. Authorize the Executive Director to execute an emergency loan in an amount not to exceed \$27,900 for property casualty insurance.

(CITY COUNCIL ONLY)

- B. Adoption of a Proposed Resolution Approving an Emergency Loan Agreement No. 16-17:12 Between the City and the Successor Agency (*page 25*)

Presented by Finance Director

**Recommendation:** The City Council is requested to:

1. Adopt the proposed resolution approving Successor Agency Loan Agreement No. 16-17:12; and
2. Authorize the City Manager to execute an emergency loan in an amount not to exceed \$27,900 for property casualty insurance.

(CITY COUNCIL / SUCCESSOR AGENCY)

- C. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of December 2015 (*page 35*)

Presented by Finance Director

**Recommendation:** The City Council is requested to approve the Demands and Payroll in the amount of \$785,276.14 including Cash and Investment Report by Fund for the month of December 2015.

- D. Approval of the Local Agency Investment Fund (LAIF) for the Month of December 2015 *(page 55)*

Presented by Finance Director

**Recommendation:** The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of December 2015 in the amount of \$4,980,472.95.

- E. Review and File Aging and Senior Citizen Commission Minutes; Public Safety Commission Minutes; Planning Commission Minutes; and Parks and Recreation Commission Minutes *(page 59)*

Presented by Acting Community Development Director

**Recommendation:** The City Council is requested to receive and file the minutes for the:

1. Aging and Senior Citizen Commission meeting of November 9 and December 14, 2015;
2. Public Safety Commission meeting of November 10 and December 8, 2015;
3. Planning Commission meeting of November 16 and December 21, 2015; and
4. Parks and Recreation Commission meeting of November 30 and December 28, 2015.

- F. Adoption of a Proposed Resolution Superseding and Repealing Resolution No. 14-84, Designating Holidays on which City Offices Shall be Closed for Calendar Year 2016 *(page 97)*

Presented by Acting Human Resources Specialist

**Recommendation:** The City Council is requested to adopt a proposed resolution replacing and superseding Resolution No. 14-84, designating which holidays City offices will be closed for the remainder of calendar year 2016.

- G. Approval of a Contract Services Agreement with Woodcraft Rangers to Provide Youth Recreation Services for an Amount Not to Exceed \$48,570 *(page 105)*

Presented by Acting Community Development Director

**Recommendation:** The City Council is requested to approve a contract services agreement between the City of Cudahy and Woodcraft Rangers to manage a comprehensive recreation and sports program and enhance the current City Programs between February 1, 2016 and August 31, 2016 not to exceed \$48,570.

- H. Approval of a Second Amendment to the Professional Services Agreement (PSA) with HR Dynamics & Performance Management for Human Resources Consulting Services (*page 145*)

*Presented by Acting Human Resources Specialist*

**Recommendation:** The City Council is requested to approve the Second Amendment to the Professional Services Agreement (PSA) and scope of work with HR Dynamics & Performance Management for human resources consulting services.

- I. Adoption of a Proposed Ordinance Amending Section 2.08.020 of Chapter 2.08 (City Offices) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code (CMC) Regarding Hours of Operation for City Hall (*page 197*)

*Presented by Acting Human Resources Specialist*

**Recommendation:** The City Council is requested to adopt the proposed ordinance amending Section 2.08.020 of Chapter 2.08 (City Offices) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code (CMC) regarding the hours of operation for City Hall.

- J. Award a Three Year Professional Services Agreement (PSA) with Two, One-Year Options to Extend, for Facilities Maintenance and Landscaping Services (*page 203*)

*Presented by Acting Community Development Director*

**Recommendation:** The City Council is requested to:

1. Award a three year Professional Services Agreement (PSA) with two, one-year options to extend PSA for facilities maintenance and landscaping services to MCE Corporation at a not to exceed cost per year of \$309,601; and
2. Authorize the City Manager, or designee, to execute the proposed PSA with MCE Corp. for facilities maintenance and landscaping services on behalf of the City, and any extensions thereto, subject to review by the City Attorney.

## 11. PUBLIC HEARING - NONE

## 12. BUSINESS SESSION

- A. Discussion on California Voter Participation Rights Act, Election Code §§ 14050-14057 (Added by SB 415 in 2015) Regarding Increasing Voter Participation; Consideration of Proposed Ordinance to Postpone Consolidation with State Election to 2022; and Consideration of Whether to Sign a Petition to Oppose the New Law (*page 317*)

*Presented by City Attorney*

**Recommendation:** The City Council is requested to review, discuss and direct staff as to their position regarding 1) supporting the petition to introduce alternative legislation; and 2) passing an ordinance postponing compliance from 2018 to 2022.

## 13. COUNCIL DISCUSSION

- A. Council Member Guerrero
- i. Long-term status of Cudahy's youth ballet program, and City's denial of ballet participation at Christmas event of December 20, 2015
  - ii. Follow-up to Gender Equality Resolution – Alternative Proposal

## 14. ORAL COMMUNICATIONS (Closed Session)

(Each person will be allowed to speak only once on closed session items and will be limited to three (3) minutes. When addressing the Council please speak into the microphone and voluntarily state your name and address.)

### RECESS TO CLOSED SESSION

This is the time at which the City Council will meet in closed session to go over items of business on the closed session agenda. It should be noted that because Councilman Guerrero will be participating from Bedwell Hall via teleconference, he will be patched into the closed session chambers from Bedwell Hall via telephone device. At this time, all persons other than Councilman Guerrero and City personnel authorized by either the City Manager or the City Attorney will not be allowed to remain in Bedwell Hall. Once closed session is completed and the City Council returns from closed session into open session, members of the public may then reenter the Council Chamber to rejoin the proceedings.

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## 15. CLOSED SESSION

A. Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel to Discuss Matters Involving Potential Litigation and/or Significant Exposure to Litigation – [Two (2) Matters] - This Matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency.

B. Pursuant to Government Code Section 54957.6(a) – Conference with Labor Negotiator Regarding Unrepresented Employee

Title of Position Subject to Negotiation: City Manager

Designated Representative: City Attorney

C. Pursuant to Government Code Section 54957.6(a) – Conference with Labor Negotiator Regarding Unrepresented Employees

Title of Positions Subject to Negotiation: Community Development Manager; Public Safety and Services Manager; Director of Community Services; Director of Parks and Recreation; Executive Secretary/Human Resources Specialist; and Finance Manager

Designated Representative: City Manager and City Attorney

D. Pursuant to Government Code Section 54956.9(d)(2), 54956.9(d)(4) and 54956.9e(5) – Conference with Legal Counsel to Discuss a Matter Involving Anticipating Litigation and/or Significant Exposure to Litigation – [One (1) Potential Case]

E. Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel to Discuss Existing Litigation – City of Cudahy, et al. v. Cohen, et al. Case No. 34-2015-80002104

## RECONVENE TO OPEN SESSION

## 16. CLOSED SESSION ANNOUNCEMENT

## 17. PUBLIC COMMENT

(Mayor: This is the time set aside for citizens to address the City Council / Agency **on matters under the City Council's jurisdiction**. Anyone wishing to speak, please fill out the pink comment card located at the Council Chambers entrance and submit it to the City Clerk. Speakers that submitted comment cards within the first 20 minutes of the meeting will be permitted to speak. **Pursuant to Government Code section 54954.3(b), time limits are placed on the public comment period. The Mayor will announce when public comment cards may no longer be submitted to the City Clerk and no public comment cards will be accepted after the Mayor's announcement.** Each person who

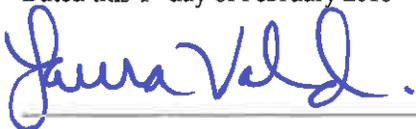
submits a public comment card will be allowed to speak only once and will be limited to three (3) minutes. When addressing the Council / Agency please speak into the microphone and voluntarily state your name and address.)

#### 18. ADJOURNMENT

Cudahy City Council / Agency will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Monday, February 22, 2016 at 6:30 p.m.

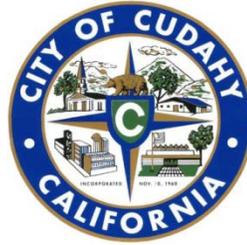
I Laura Valdivia, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at Cudahy City Hall, Bedwell Hall, Clara Park, Lugo Park, and the City's Website not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the City Clerk's Office.

Dated this 4<sup>th</sup> day of February 2016



Laura Valdivia  
Interim City Clerk

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# Item Number 10A

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## STAFF REPORT

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**Date:** February 8, 2016  
**To:** Honorable Chair and Agency Members  
**From:** Jose E. Pulido, Executive Director  
By: Steven Dobrenen, Finance Director  
**Subject:** **Adoption of a Proposed Resolution Approving an Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 16-17**

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### RECOMMENDATION

The Successor Agency is requested to:

1. Adopt the proposed resolution approving Successor Agency Loan Agreement No. 16-17:12 (Attachment A); and
2. Authorize the Executive Director to execute an emergency loan (Attachment B) in an amount not to exceed \$27,900 for property casualty insurance.

### BACKGROUND

1. On January 17, 2012, the City Council adopted Resolution No. 12-04 electing to serve as the Successor Agency to the former Cudahy Community Development Commission (Successor Agency).
2. On February 1, 2012, the former Cudahy Community Redevelopment Agency was dissolved pursuant to ABX1 26 (Stats 2011-12, 1<sup>st</sup> Ex Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26) and collectively the State legislation identified in this sentence referenced herein as the "State Redevelopment Dissolution Law."
3. On April 15, 2014, the Office of the State Controller (SCO) issued a report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," which ordered the Cudahy Economic Corporation (EDC) to return certain assets

that it had received from the Former Cudahy Community Development Commission / Redevelopment Agency to the Successor Agency.

4. On March 12, 2015, the Oversight Board to the Successor Agency (Oversight Board) adopted Resolution No. OB15-07 approving the Asset Transfer Agreement.
5. On April 23, 2015, the Department of Finance (DOF) notified the Successor Agency that it would not take a position as to whether the Asset Transfer Agreement complies with SCO's order set forth in the Transfer Report.
6. On May 19, 2015, the Cudahy Successor Agency approved an amendment to the Asset Transfer Agreement between the EDC and Successor Agency to effectuate the asset transfer ordered by the SCO.
7. On July 1, 2016, the City purchased property insurance what covered City owned properties and real properties that would be listed on the Successor Agency Long-Range Property Management Plan (LRPMP) that would be submitted to DOF for approval.
8. On October 19, 2015, to comply with the SCO's order quitclaim deeds were recorded with the office of the County of Los Angeles Registrar-Recorder/County Clerk transferring the affected real properties from the EDC to the Successor Agency.
9. On November 12, 2015, the Successor Agency submitted a LRPMP to the DOF for review and approval prior to January 1, 2016.
10. On December 16, 2015, the DOF approved the LRPMP submitted by the Successor Agency.

## **ANALYSIS**

Project related expenses, such as property insurance, can be considered enforceable obligations if placed on ROPS 16-17. The \$27,900 for annual property insurance is an expense that must be borne by the Successor Agency for the properties which it owns (at the time of preparation of the previous ROPS relating to the period July 1, 2015 to June 30, 2016, the Successor Agency did not own the properties that were included in the LRPMP.) Due to the unavailability of funds to pay the Successor Agency's property insurance premium at the time the premiums were due, the City made the payment on behalf of the Successor Agency. In order for the City to be reimbursed for the \$27,900 property insurance premium payment, a loan between the City and Successor Agency must be formalized and placed on the ROPS 16-17 to ensure that the City will be repaid with available RPTTF.

The amount of funds which are anticipated to be remitted to the Successor Agency from the Redevelopment Property Tax Trust Fund (RPTTF) for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, will not be sufficient for the Successor Agency to pay the insurance premium when due. Unless this emergency loan is approved, cash and other immediately available funds which are estimated to be available to the Successor Agency on or after January 4, 2016, are not sufficient to pay the enforceable obligations of the Successor Agency, which shall become due and payable during the period of time covered by ROPS 15-16B.

### **CONCLUSION**

Once this loan for property casualty insurance is approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 16-17, the \$27,900 loan becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the DOF.

This loan must be included on the final form of ROPS 16-17 in order to be recovered by the City.

### **FINANCIAL IMPACT**

Funds need to be made available to the Successor Agency from the City's General Fund in the amount of \$27,900 for an emergency loan. The City will be repaid on or after June 28, 2016 if there are sufficient RPTTF monies available.

### **ATTACHMENTS**

- A. Proposed Successor Agency Resolution Approving Successor Agency Loan Agreement No. 16-17:12
- B. Successor Agency Loan Agreement No. 16-17:12

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

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF CUDAHY AND THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY FOR PROPERTY CASUALTY INSURANCE (SUCCESSOR AGENCY LOAN AGREEMENT NO. 16-17:12)**

WHEREAS, the City of Cudahy (the “City”) authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law; and

WHEREAS, the former Cudahy Community Development Commission/Cudahy Redevelopment Agency (“RDA”) undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law; and

WHEREAS, the State of California (the “State”) has ordered the former Cudahy Community Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the “State Redevelopment Dissolution Law; and

WHEREAS, the Successor Agency has retained Keenan and Associates to insure the real property that is listed on the approved Long Range Property Management Plan for the period between July 1, 2015 through June 30, 2016 and the cost to insure such property is approximately Twenty Seven Thousand and Nine Hundred dollars (\$27,900); and

WHEREAS, the Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16B, between January 1, 2016 and June 30, 2016, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16B, unless Loan Agreement No. 16-17:12 is approved; and

WHEREAS, the Successor Agency requires the approval of Loan Agreement No. 16-17:12 between the City of Cudahy and the Successor Agency, attached to this Resolution as **Exhibit "A,"** (the "Loan Agreement") to permit the Successor Agency to pay Keenan and Associates the property casualty insurance cost; and

WHEREAS, Health and Safety Code Section 34171 (F)(i) provides that Successor Agency enforceable obligations include "costs of maintaining assets prior to disposition... and for carrying insurance pursuant to section 33134...."; and

WHEREAS, Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency; and

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution; and

WHEREAS, the Loan Agreement shall be enrolled upon the final form of Cudahy ROPS 16-17 subject to such changes and edits as may be recommended by the staff of the Successor Agency, and approved by the Oversight Board for the former Cudahy Community Redevelopment Agency, as set forth under the State Redevelopment Dissolution Law.

NOW, THEREFORE, THE GOVERNING BOARD OF THE SUCCESSOR AGENCY FOR THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

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

SECTION 2. **Approval of Loan Agreement**. The Successor Agency hereby approves Loan Agreement No. 16-17:12 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency. The Executive Director is hereby authorized and directed to cause Loan Agreement No. 16-17:12 to be included on the recognized payment obligation schedule of the Successor Agency as shall be submitted to the State Department of Finance at the most feasible time after the adoption of this Resolution.

SECTION 3. **Execution of Loan Agreement**. The Executive Director is hereby authorized and directed to take such other and further action consistent with this

**Attachment A**

Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the Successor Agency.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency at its meeting on this \_\_\_\_\_ day of January 2016.

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Cristian Markovich,  
Mayor of the City of Cudahy, as  
Successor Agency to the former Cudahy  
Community Development/  
Redevelopment Agency

STATE OF CALIFORNIA        )  
COUNTY OF LOS ANGELES    ) SS:  
CITY OF CUDAHY             )

I, Secretary of the Successor Agency, do hereby certify that the above and foregoing Resolution No.\_\_\_\_ was passed, approved, and adopted by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency of the City of Cudahy, signed by the Chair and attested by the Chair at a meeting of said Successor held on this \_\_\_\_\_ day of January, 2016, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Secretary of the Successor Agency

**EXHIBIT A – LOAN AGREEMENT NO. 16-17:12**

2016

CITY OF CUDAHY

-and-

CITY OF CUDAHY AS  
SUCCESSOR AGENCY TO THE  
FORMER CUDAHY COMMUNITY  
DEVELOPMENT COMMISSION/  
CUDAHY REDEVELOPMENT AGENCY

SUCCESSOR AGENCY LOAN AGREEMENT  
No. ROPS 16-17:12  
(NOT TO EXCEED: \$27,900)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. ROPS 16-17:12 (the "Loan Agreement") is dated as of January \_\_\_\_, 2016 by and between the City of Cudahy, a municipal corporation (the "City") and the City of Cudahy, as successor agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic (the "Successor Agency") and is entered into in light of the following facts:

-RECITALS-

1. The City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law.
2. The former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law.
3. The State of California (the "State") has ordered the former Cudahy Community Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the "State Redevelopment Dissolution Law."
4. The Successor Agency has retained Keenan and Associates to insure the real property that is listed on the approved Long Range Property Management Plan for the period between July 1, 2015 through June 30, 2016 and the cost to insure such property is approximately Twenty Seven Thousand and Nine Hundred dollars (\$27,900).

5. The Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16B, between January 1, 2016 and June 30, 2016, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16B, unless Loan Agreement No. 16-17:12 is approved.
6. Health and Safety Code Section 34171 (F)(i) provides that Successor Agency enforceable obligations include “costs of maintaining assets prior to disposition... and for carrying insurance pursuant to section 33134....”
7. Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency.
8. The City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.
9. The Loan Agreement shall be enrolled upon the final form of Cudahy ROPS 16-17 subject to such changes and edits as may be recommended by the staff of the Successor Agency, and approved by the Oversight Board for the former Cudahy Community Redevelopment Agency, as set forth under the State Redevelopment Dissolution Law.

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY AND SUCCESSOR AGENCY AGREE AS FOLLOWS:**

SECTION 1. **Recitals.** The City and Successor Agency represent and warrant to each other that the information set forth in the preceding recital paragraphs is true and correct and is hereby incorporated into this Loan Agreement by reference as if fully set forth. The purpose of this Loan Agreement is to satisfy the provisions of Health and Safety Code Section 34173(h) and to evidence the enforceable obligation of the Successor Agency which arises in favor of the City, in order for the Successor Agency

to comply with its obligations under the State Redevelopment Dissolution Law and other applicable State and federal law.

SECTION 2. **Loan**. The City hereby agrees to make available from the available funds of the City as a loan to the Successor Agency (herein, the Loan”) a sum not-to-exceed twenty-seven thousand and nine hundred DOLLARS (\$27,900.00) to be used by the Successor Agency solely as set forth in Section 4. Subject to the approval of this Loan Agreement by the Oversight Board, the City shall make the proceeds of the Loan available to the Successor Agency upon receipt of a written Loan Draw Request, executed by the Executive Director of the Successor Agency which references Section 3 and Section 4.

SECTION 3. **Use of the Loan**. The Successor Agency shall utilize the proceeds of the Loan as follows:

for services of Keenan and Associates to insure the real property that is listed on the approved Long Range Property Management Plan for the period between July 1, 2015 through June 30, 2016..

SECTION 4. **Source of Repayment of the Loan**. The Loan shall be repaid by the Successor Agency from revenues available to the Successor Agency.

SECTION 5. **Placement of Loan Obligation on the Successor Agency’s ROPS 16-17 (July 1, 2016 – June 30, 2017)**. Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 16-17 as shall be considered by the Successor Agency. The amount of that listed obligation shall be the not-to-exceed Loan Amount as set forth in Section 2. This Loan Agreement shall be included on each successive recognized obligation payment schedule for the Successor Agency for the former Cudahy Community Redevelopment Agency, until the City is repaid the principal balance of the Loan Amount as actually drawn by the Successor Agency as evidenced by the written Loan Draw Requests as set forth in Section 2. The City Manager of the City shall establish a loan repayment ledger for the Loan and shall cause the outstanding unpaid principal balance of the Loan to the Successor Agency, as hereby approved, to be identified in the accounting records of the City, as a financial asset of the City which is payable to the City by the Successor Agency, in accordance with the terms set forth herein.

SECTION 6. **Term**. This Loan Agreement shall be in full force and effect from the date hereof until such time as the unpaid principal balance of the Loan has been repaid in full to the City.

SECTION 7. **Entire Agreement**. This Loan Agreement constitutes the entire agreement by and between the City and the Successor Agency with respect to the subject matter of this Loan Agreement, and may be amended only in writing.

SECTION 8. **Notice of Default and Remedies**. In the event of a default, the party who alleges a default shall give the other party thirty (30) days written notice of such default, with a copy of such notice of default to the Oversight Board and to the State Department of Finance. In the event that the party who is alleged to be in default does not promptly initiate a cure of the alleged default, and the applicable party hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Loan Agreement.

APPROVED AND EXECUTED by signature of the authorized representatives of the City and the Successor Agency as of \_\_\_\_\_, 2016.

[SIGNATURES FOLLOW ON NEXT PAGE]

**Attachment B**

[City of Cudahy and Successor Agency Loan Agreement No. ROPS 16-17:12: Not-to-Exceed \$27,900 (ROPS 16-17A: July 1, 2016 - June 30, 2017)]

CITY:

City of Cudahy, a municipal corporation

By: \_\_\_\_\_  
Jose E. Pulido  
City Manager

ATTEST:

By: \_\_\_\_\_  
Laura Valdivia  
Interim City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

SUCCESSOR AGENCY:

City of Cudahy As Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic

ATTEST:

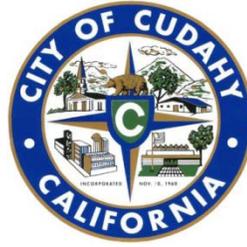
By: \_\_\_\_\_  
Laura Valdivia  
Interim City Clerk

By: \_\_\_\_\_  
Jose E. Pulido  
City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

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# Item Number 10B

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## STAFF REPORT

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**Date:** February 8, 2016  
**To:** Honorable Mayor and City Council Members  
**From:** Jose E. Pulido, City Manager  
By: Steven Dobrenen, Finance Director  
**Subject:** **Adoption of a Proposed Resolution Approving an Emergency Loan Agreement No. 16-17:12 Between the City and the Successor Agency**

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### RECOMMENDATION

The City Council is requested to:

1. Adopt the proposed resolution approving Successor Agency Loan Agreement No. 16-17:12 (Attachment A); and
2. Authorize the City Manager to execute an emergency loan (Attachment B) in an amount not to exceed \$27,900 for property casualty insurance.

### BACKGROUND

1. On January 17, 2012, the City Council adopted Resolution No. 12-04 electing to serve as the Successor Agency to the former Cudahy Community Development Commission (Successor Agency).
2. On February 1, 2012, the former Cudahy Community Redevelopment Agency was dissolved pursuant to ABX1 26 (Stats 2011-12, 1<sup>st</sup> Ex Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26) and collectively the State legislation identified in this sentence referenced herein as the "State Redevelopment Dissolution Law."
3. On April 15, 2014, the Office of the State Controller (SCO) issued a report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31,

2012," which ordered the Cudahy Economic Corporation (EDC) to return certain assets that it had received from the Former Cudahy Community Development Commission / Redevelopment Agency to the Successor Agency.

4. On March 12, 2015, the Oversight Board to the Successor Agency (Oversight Board) adopted Resolution No. OB15-07 approving the Asset Transfer Agreement.
5. On April 23, 2015, the Department of Finance (DOF) notified the Successor Agency that it would not take a position as to whether the Asset Transfer Agreement complies with SCO's order set forth in the Transfer Report.
6. On May 19, 2015, the Cudahy Successor Agency approved an amendment to the Asset Transfer Agreement between the EDC and Successor Agency to effectuate the asset transfer ordered by the SCO.
7. On July 1, 2016, the City purchased property insurance what covered City owned properties and real properties that would be listed on the Successor Agency Long-Range Property Management Plan (LRPMP) that would be submitted to the DOF for approval.
8. On October 19, 2015, to comply with the SCO's order quitclaim deeds were recorded with the office of the County of Los Angeles Registrar-Recorder/County Clerk transferring the affected real properties from the EDC to the Successor Agency.
9. On November 12, 2015, the Successor Agency submitted a LRPMP to the DOF for review and approval prior to January 1, 2016.
10. On December 16, 2015, the DOF approved the LRPMP submitted by the Successor Agency.

## **ANALYSIS**

At the time of preparing the previous ROPS relating to the period July 1, 2015 to June 30, 2016 the Successor Agency did not own the properties that were included in the LRPMP. Project related expenses, such as property insurance, can be considered enforceable obligations if placed on ROPS 16-17. The \$27,900 for annual property insurance is an expense that must be borne by the Successor Agency for the properties which it owns. Since amounts to pay the Successor Agency's property insurance premium were not available at the time the premiums were due, the City made the payment of the premium on behalf of the Successor Agency. In order for the City to be reimbursed the \$27,900 a loan between the City and Successor Agency must be formalized and placed on ROPS 16-17 to ensure that the City is

able to be repaid the amounts with available RPTTF.

The Successor Agency estimates that the amount of funds which are reasonably anticipated to be remitted to the Successor Agency from the Redevelopment Property Tax Trust Fund (RPTTF) for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, will not sufficient for the Successor Agency to pay the insurance premium when due. Cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after January 4, 2016, are not sufficient to pay the enforceable obligations of the Successor Agency, which shall become due and payable during the period of time covered by ROPS 15-16B unless this emergency loan is approved.

### **CONCLUSION**

Once this loan for property casualty insurance is approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 16-17, the \$27,900 loan becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the DOF.

This loan must be included on the final form of ROPS 16-17 in order to be recovered by the City.

### **FINANCIAL IMPACT**

Funds need to be made available to the Successor Agency from the City's General Fund in the amount of \$27,900 for an emergency loan. The City will be repaid on or after June 28, 2016 if there are sufficient RPTTF monies available.

### **ATTACHMENTS**

- A. Proposed City Council Resolution Approving Successor Agency Loan Agreement No. 16-17:12
- B. Successor Agency Loan Agreement No. 16-17:12

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF CUDAHY AND THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY FOR PROPERTY CASUALTY INSURANCE (SUCCESSOR AGENCY LOAN AGREEMENT NO. 16-17:12)**

WHEREAS, the City of Cudahy (the “City”) authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law; and

WHEREAS, the former Cudahy Community Development Commission/Cudahy Redevelopment Agency (“RDA”) undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law; and

WHEREAS, the State of California (the “State”) has ordered the former Cudahy Community Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the “State Redevelopment Dissolution Law; and

WHEREAS, the Successor Agency has retained Keenan and Associates to insure the real property that is listed on the approved Long Range Property Management Plan for the period between July 1, 2015 through June 30, 2016 and the cost to insure such property is approximately Twenty Seven Thousand and Nine Hundred dollars (\$27,900); and

WHEREAS, the Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16B, between January 1, 2016 and June 30, 2016, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16B, unless Loan Agreement No. 16-17:12 is approved; and

WHEREAS, the Successor Agency requires the approval of Loan Agreement No. 16-17:12 between the City of Cudahy and the Successor Agency, attached to this Resolution as **Exhibit “A,”** (the “Loan Agreement”) to permit the Successor Agency to pay Keenan and Associates the property casualty insurance cost; and

WHEREAS, Health and Safety Code Section 34171 (F)(i) provides that Successor Agency enforceable obligations include “costs of maintaining assets prior to disposition... and for carrying insurance pursuant to section 33134...”; and

WHEREAS, Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency; and

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution; and

WHEREAS, the Loan Agreement shall be enrolled upon the final form of Cudahy ROPS 16-17 subject to such changes and edits as may be recommended by the staff of the Successor Agency, and approved by the Oversight Board for the former Cudahy Community Redevelopment Agency, as set forth under the State Redevelopment Dissolution Law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

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

SECTION 2. **Approval of Loan Agreement**. The City Council hereby approves Loan Agreement No. 16-17:12 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency. The City Manager is hereby authorized and directed to cause Loan Agreement No. 16-17:12 to be included on the recognized payment obligation schedule of the Successor Agency as shall be submitted to the State Department of Finance at the most feasible time after the adoption of this Resolution.

SECTION 3. **Execution of Loan Agreement**. The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the City.

**Attachment A**

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this \_\_\_\_\_ day of January 2016.

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Cristian Markovich  
Mayor

ATTEST:

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Laura Valdivia  
Interim City Clerk

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            )     SS:  
CITY OF CUDAHY                        )

I, Laura Valdivia, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. \_\_\_\_\_ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the \_\_\_\_\_ day of January, 2016, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

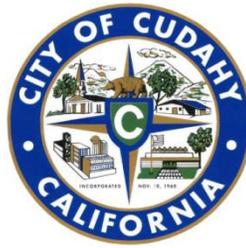
ABSENT:

\_\_\_\_\_  
Laura Valdivia  
Interim City Clerk

**EXHIBIT A – LOAN AGREEMENT NO. 16-17:9**

**See Consent Calendar Item 10A Attachment B**

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# Item Number 10C

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## STAFF REPORT

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**Date:** February 8, 2016

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director  
By: Steven Dobrenen, Finance Director

**Subject:** **Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of December 2015**

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### RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of \$785,276.14 including Cash and Investment Report by Fund for the month of December 2015.

### BACKGROUND

1. On December 13, 1993, Ordinance 476 was adopted and codified as Cudahy Municipal Code Section 3.04.080 indicating, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same."
2. On December 2015, the following demands and payroll have been audited by the Finance Department:

Demands	\$ 578,428.75 (Attachment A)
Payroll Warrants	\$ 133,437.02 (Attachment B)
	\$ 73,410.37 (Attachment B)

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**Total:** **\$ 785,276.14**

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## **ANALYSIS**

The Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), Cash and Investment Report by Fund December 2015 (Attachment C) indicate that the cash and investment balance was sufficient for disbursements for the month of December 2015, (Attachment D) a summary of cash received and disbursed by month during Fiscal Year (FY) 2015-16, and (Attachment E) a summary of cash received and disbursed by month during FY 2014-15. It is best practice in local governments for Bank Reconciliations to be completed within thirty days of month end. Accordingly, the timely completion of the bank reconciliation, and related reports, for the month ended January 31, 2016, as well as management review, will be completed by February 29, 2016.

Cudahy Municipal Code Section 3.04.070 indicates, "...Budgeted demands paid by warrant prior to audit by the council shall be presented to the council for ratification and approval..."

## **CONCLUSION**

The Finance Director certifies to the accuracy and availability of funds for payment. A Demand/Warrant Register has been submitted to the City Council for approval in accordance with Cudahy Municipal Code Section 3.04.070.

## **FINANCIAL IMPACT**

The Cash and Investment Report by Fund (Attachment C) indicates how the total disbursements of \$785,276.14 were distributed between the funds of the City.

## **ATTACHMENTS**

- A. Check Register Report
- B. Payroll Warrants including payroll taxes and insurance premiums
- C. Cash and Investment Report by Fund December 2015
- D. Summary of Cash Receipt / Disbursement by Month FY 2016
- E. Summary of Cash Receipt / Disbursement by Month FY 2015

Check Register Report

Attachment A

Date: 02/04/2016

Time: 6:36 am

Page: 1

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																														
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Ref#	GL Number	Gross	Discount	Amount																															
27957	001-4520-6730.000	2,102.06	0.00	2,102.06																															
39298	12/01/2015	7995 Printed	AMERICAN CITY PEST CONTROL PEST CONTROL SERVICE NOVEMBER	484.00 0.00	484.00																														
				Check Amount	484.00																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27958</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>27959</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>27960</td> <td>001-4020-6720.000</td> <td>117.00</td> <td>0.00</td> <td>117.00</td> </tr> <tr> <td>27961</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>27962</td> <td>001-4020-6720.000</td> <td>64.00</td> <td>0.00</td> <td>64.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27958	001-4020-6720.000	101.00	0.00	101.00	27959	001-4020-6720.000	101.00	0.00	101.00	27960	001-4020-6720.000	117.00	0.00	117.00	27961	001-4020-6720.000	101.00	0.00	101.00	27962	001-4020-6720.000	64.00	0.00	64.00
Ref#	GL Number	Gross	Discount	Amount																															
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27959	001-4020-6720.000	101.00	0.00	101.00																															
27960	001-4020-6720.000	117.00	0.00	117.00																															
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39299	12/01/2015	0057-1 Printed	AT & T INTERNET SERVICES CLARA PARK INTERNET #134653270	136.00 0.00	136.00																														
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27942	001-4020-6390.000	91.00	0.00	91.00																															
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39301	12/01/2015	8021 Printed	AT & T MOBILITY CELLULAR SERVICE OCT 7 - NOV 6	538.64 0.00	538.64																														
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27944	001-4020-6390.000	475.93	0.00	475.93																															
39302	12/01/2015	0057-2 Printed	AT & T PHONE SERVICE LANDLINE PHONE SERVICE	609.51 0.00	609.51																														
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Ref#	GL Number	Gross	Discount	Amount																															



Check Register Report

Attachment A

Date: 02/04/2016

Time: 6:36 am

Page: 3

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																								
39312	12/01/2015	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT LAW ENFORCEMENT SEPTEMBER	293,207.89 0.00	293,207.89																																								
				Check Amount	293,207.89																																								
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Ref#	GL Number	Gross	Discount	Amount																																									
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39313	12/01/2015	1338-1 Printed	METROPOLITAN TRANSPORTATION TAP OCTOBER 2015	4,324.00 0.00	4,324.00																																								
				Check Amount	4,324.00																																								
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27932</td> <td>251-4760-6550.000</td> <td>4,324.00</td> <td>0.00</td> <td>4,324.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27932	251-4760-6550.000	4,324.00	0.00	4,324.00																														
Ref#	GL Number	Gross	Discount	Amount																																									
27932	251-4760-6550.000	4,324.00	0.00	4,324.00																																									
39314	12/01/2015	10337 Printed	MIG PROFESSIONAL SERV OCTOBER	13,317.31 0.00	13,317.31																																								
				Check Amount	13,317.31																																								
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27968</td> <td>001-4215-6720.000</td> <td>9,005.71</td> <td>0.00</td> <td>9,005.71</td> </tr> <tr> <td>27969</td> <td>001-4215-6720.000</td> <td>4,311.60</td> <td>0.00</td> <td>4,311.60</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27968	001-4215-6720.000	9,005.71	0.00	9,005.71	27969	001-4215-6720.000	4,311.60	0.00	4,311.60																									
Ref#	GL Number	Gross	Discount	Amount																																									
27968	001-4215-6720.000	9,005.71	0.00	9,005.71																																									
27969	001-4215-6720.000	4,311.60	0.00	4,311.60																																									
39315	12/01/2015	8247 Printed	NETWORK INNOVATION ASSOCIATES SATELLITE NETWORK DECEMBER	278.00 0.00	278.00																																								
				Check Amount	278.00																																								
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27935</td> <td>001-4020-6742.000</td> <td>278.00</td> <td>0.00</td> <td>278.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27935	001-4020-6742.000	278.00	0.00	278.00																														
Ref#	GL Number	Gross	Discount	Amount																																									
27935	001-4020-6742.000	278.00	0.00	278.00																																									
39316	12/01/2015	1978 Printed	OFFICE DEPOT BUSINESS OFFICE SUPPLIES	252.63 0.00	252.63																																								
				Check Amount	252.63																																								
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27950</td> <td>001-4020-6080.000</td> <td>96.04</td> <td>0.00</td> <td>96.04</td> </tr> <tr> <td>27951</td> <td>001-4008-6080.000</td> <td>15.78</td> <td>0.00</td> <td>15.78</td> </tr> <tr> <td>27952</td> <td>001-4008-6080.000</td> <td>-5.98</td> <td>0.00</td> <td>-5.98</td> </tr> <tr> <td>27953</td> <td>001-4008-6080.000</td> <td>85.55</td> <td>0.00</td> <td>85.55</td> </tr> <tr> <td>27954</td> <td>001-4020-6080.000</td> <td>4.48</td> <td>0.00</td> <td>4.48</td> </tr> <tr> <td>27954</td> <td>001-4008-6080.000</td> <td>13.20</td> <td>0.00</td> <td>13.20</td> </tr> <tr> <td>27954</td> <td>001-4001-6085.000</td> <td>43.56</td> <td>0.00</td> <td>43.56</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27950	001-4020-6080.000	96.04	0.00	96.04	27951	001-4008-6080.000	15.78	0.00	15.78	27952	001-4008-6080.000	-5.98	0.00	-5.98	27953	001-4008-6080.000	85.55	0.00	85.55	27954	001-4020-6080.000	4.48	0.00	4.48	27954	001-4008-6080.000	13.20	0.00	13.20	27954	001-4001-6085.000	43.56	0.00	43.56
Ref#	GL Number	Gross	Discount	Amount																																									
27950	001-4020-6080.000	96.04	0.00	96.04																																									
27951	001-4008-6080.000	15.78	0.00	15.78																																									
27952	001-4008-6080.000	-5.98	0.00	-5.98																																									
27953	001-4008-6080.000	85.55	0.00	85.55																																									
27954	001-4020-6080.000	4.48	0.00	4.48																																									
27954	001-4008-6080.000	13.20	0.00	13.20																																									
27954	001-4001-6085.000	43.56	0.00	43.56																																									
39317	12/01/2015	9717 Printed	PCAM, LLC SHUTTLE SERVICES OCTOBER 2015	14,661.72 0.00	14,661.72																																								
				Check Amount	14,661.72																																								
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27956</td> <td>251-4740-6780.000</td> <td>14,661.72</td> <td>0.00</td> <td>14,661.72</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27956	251-4740-6780.000	14,661.72	0.00	14,661.72																														
Ref#	GL Number	Gross	Discount	Amount																																									
27956	251-4740-6780.000	14,661.72	0.00	14,661.72																																									
39318	12/01/2015	9737 Printed	REGIONAL TAP SERVICE CENTER REGULAR BUS PASS OCTOBER 2015	50.00 0.00	50.00																																								
				Check Amount	50.00																																								
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27933</td> <td>251-4760-6550.000</td> <td>50.00</td> <td>0.00</td> <td>50.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27933	251-4760-6550.000	50.00	0.00	50.00																														
Ref#	GL Number	Gross	Discount	Amount																																									
27933	251-4760-6550.000	50.00	0.00	50.00																																									
39319	12/01/2015	10372 Printed	RICOH USA, INC PRO PRINT CARTRIDGE	545.00 0.00	545.00																																								
				Check Amount	545.00																																								

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
39320	12/01/2015	0069-2 Printed	SIEMENS INDUSTRY, INC. STREET LIGHT RESPONSE OCTOBER	545.00	2,020.60
				0.00	0.00
				Check Amount	545.00
					2,020.60
Ref#		GL Number	Gross	Discount	Amount
27970		001-4020-6014.000	545.00	0.00	545.00
39321	12/01/2015	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILLS	3,712.10	3,712.10
				0.00	0.00
				Check Amount	3,712.10
					3,712.10
Ref#		GL Number	Gross	Discount	Amount
27928		201-4420-6771.000	674.61	0.00	674.61
27929		350-4430-6775.000	757.98	0.00	757.98
27930		350-4430-6775.000	588.01	0.00	588.01
39322	12/01/2015	0071 Printed	THE GAS COMPANY NATURAL GAS - 4835 CLARA STR	152.83	152.83
				0.00	0.00
				Check Amount	152.83
					152.83
Ref#		GL Number	Gross	Discount	Amount
27939		001-4020-6318.000	3,517.07	0.00	3,517.07
27939		201-4420-6318.000	195.03	0.00	195.03
39323	12/01/2015	0079 Printed	TRACT 180 WATER COMPANY CUDAHY COMM DEV PROPERTIES	250.36	250.36
				0.00	0.00
				Check Amount	250.36
					250.36
Ref#		GL Number	Gross	Discount	Amount
27937		001-4020-6380.000	61.25	0.00	61.25
27938		001-4020-6380.000	34.54	0.00	34.54
27971		001-4020-6380.000	57.04	0.00	57.04
39324	12/01/2015	8292 Printed	URBAN FUTURES, INC. REAL ESTATE ABx1 26 & AB 1484	5,265.00	5,265.00
				0.00	0.00
				Check Amount	5,265.00
					5,265.00
Ref#		GL Number	Gross	Discount	Amount
27931		610-4930-6395.000	250.36	0.00	250.36
27963		610-4930-6720.000	5,062.50	0.00	5,062.50
27964		610-4930-6720.000	202.50	0.00	202.50
39325	12/01/2015	8191 Printed	VAUDRY ELECTRIC INSTALLED BALLASTS C.M. OFFICE	178.00	178.00
				0.00	0.00
				Check Amount	178.00
					178.00
Ref#		GL Number	Gross	Discount	Amount
27936		001-4020-6370.000	178.00	0.00	178.00
39326	12/08/2015	10323 Printed	GLOBAL LEARNING PARTNERS, INC. CUSTOMER SERVICE TRAINING	1,980.00	1,980.00
				0.00	0.00
				Check Amount	1,980.00
					1,980.00
Ref#		GL Number	Gross	Discount	Amount
27973		001-4015-6392.000	1,980.00	0.00	1,980.00

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																													
39327	12/08/2015	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT HR CONSULTING OCT 26 - DEC 4	4,335.00 0.00	4,335.00																																													
				Check Amount	4,335.00																																													
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27972</td> <td>001-4930-6391.000</td> <td>1,785.00</td> <td>0.00</td> <td>1,785.00</td> </tr> <tr> <td>27972</td> <td>001-4011-6720.000</td> <td>2,550.00</td> <td>0.00</td> <td>2,550.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27972	001-4930-6391.000	1,785.00	0.00	1,785.00	27972	001-4011-6720.000	2,550.00	0.00	2,550.00																														
Ref#	GL Number	Gross	Discount	Amount																																														
27972	001-4930-6391.000	1,785.00	0.00	1,785.00																																														
27972	001-4011-6720.000	2,550.00	0.00	2,550.00																																														
39328	12/08/2015	1978 Printed	OFFICE DEPOT BUSINESS OFFICE SUPPLIES	285.49 0.00	285.49																																													
				Check Amount	285.49																																													
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27974</td> <td>001-4350-6080.000</td> <td>43.08</td> <td>0.00</td> <td>43.08</td> </tr> <tr> <td>27974</td> <td>001-4020-6080.000</td> <td>20.07</td> <td>0.00</td> <td>20.07</td> </tr> <tr> <td>27975</td> <td>001-4020-6014.000</td> <td>80.62</td> <td>0.00</td> <td>80.62</td> </tr> <tr> <td>27976</td> <td>001-4008-6080.000</td> <td>36.86</td> <td>0.00</td> <td>36.86</td> </tr> <tr> <td>27977</td> <td>001-4930-6970.000</td> <td>18.43</td> <td>0.00</td> <td>18.43</td> </tr> <tr> <td>27978</td> <td>001-4020-6080.000</td> <td>30.19</td> <td>0.00</td> <td>30.19</td> </tr> <tr> <td>27979</td> <td>001-4020-6080.000</td> <td>39.68</td> <td>0.00</td> <td>39.68</td> </tr> <tr> <td>27979</td> <td>001-4020-6014.000</td> <td>16.56</td> <td>0.00</td> <td>16.56</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27974	001-4350-6080.000	43.08	0.00	43.08	27974	001-4020-6080.000	20.07	0.00	20.07	27975	001-4020-6014.000	80.62	0.00	80.62	27976	001-4008-6080.000	36.86	0.00	36.86	27977	001-4930-6970.000	18.43	0.00	18.43	27978	001-4020-6080.000	30.19	0.00	30.19	27979	001-4020-6080.000	39.68	0.00	39.68	27979	001-4020-6014.000	16.56	0.00	16.56
Ref#	GL Number	Gross	Discount	Amount																																														
27974	001-4350-6080.000	43.08	0.00	43.08																																														
27974	001-4020-6080.000	20.07	0.00	20.07																																														
27975	001-4020-6014.000	80.62	0.00	80.62																																														
27976	001-4008-6080.000	36.86	0.00	36.86																																														
27977	001-4930-6970.000	18.43	0.00	18.43																																														
27978	001-4020-6080.000	30.19	0.00	30.19																																														
27979	001-4020-6080.000	39.68	0.00	39.68																																														
27979	001-4020-6014.000	16.56	0.00	16.56																																														
39329	12/09/2015	10375 Printed	CHIU CHIFEN TRAINING MILEAGE REIMBURSEMENT	168.25 0.00	168.25																																													
				Check Amount	168.25																																													
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27993</td> <td>001-4151-6391.000</td> <td>168.25</td> <td>0.00</td> <td>168.25</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27993	001-4151-6391.000	168.25	0.00	168.25																																			
Ref#	GL Number	Gross	Discount	Amount																																														
27993	001-4151-6391.000	168.25	0.00	168.25																																														
39330	12/09/2015	2289 Printed	CONSOLIDATED DISPOSAL REFUSE ASSESSMENT NOVEMBER	1,667.91 0.00	1,667.91																																													
				Check Amount	1,667.91																																													
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27988</td> <td>730-0000-2007.000</td> <td>1,667.91</td> <td>0.00</td> <td>1,667.91</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27988	730-0000-2007.000	1,667.91	0.00	1,667.91																																			
Ref#	GL Number	Gross	Discount	Amount																																														
27988	730-0000-2007.000	1,667.91	0.00	1,667.91																																														
39331	12/09/2015	10373 Printed	CUDAHY ROMAN CATHOLIC MISSION REIMBURSEMENT FOR	10,000.00 0.00	10,000.00																																													
				Check Amount	10,000.00																																													
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27987</td> <td>001-0000-2190.000</td> <td>10,000.00</td> <td>0.00</td> <td>10,000.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27987	001-0000-2190.000	10,000.00	0.00	10,000.00																																			
Ref#	GL Number	Gross	Discount	Amount																																														
27987	001-0000-2190.000	10,000.00	0.00	10,000.00																																														
39332	12/09/2015	0126-1 Printed	GOLDEN STATE WATER COMPANY WATER SERVICE OCT 22 - NOV 24	2,247.35 0.00	2,247.35																																													
				Check Amount	2,247.35																																													
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27989</td> <td>001-4020-6395.000</td> <td>2,159.14</td> <td>0.00</td> <td>2,159.14</td> </tr> <tr> <td>27990</td> <td>001-4020-6395.000</td> <td>88.21</td> <td>0.00</td> <td>88.21</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27989	001-4020-6395.000	2,159.14	0.00	2,159.14	27990	001-4020-6395.000	88.21	0.00	88.21																														
Ref#	GL Number	Gross	Discount	Amount																																														
27989	001-4020-6395.000	2,159.14	0.00	2,159.14																																														
27990	001-4020-6395.000	88.21	0.00	88.21																																														
39333	12/09/2015	9723 Printed	IT SYSTEMHOUSE, INC. IT OUTSOURCING SERV NOVEMBER	3,200.00 0.00	3,200.00																																													
				Check Amount	3,200.00																																													
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27986</td> <td>001-4020-6720.000</td> <td>3,200.00</td> <td>0.00</td> <td>3,200.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27986	001-4020-6720.000	3,200.00	0.00	3,200.00																																			
Ref#	GL Number	Gross	Discount	Amount																																														
27986	001-4020-6720.000	3,200.00	0.00	3,200.00																																														

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
39334	12/09/2015	2378 Printed	ITL, INC. FUEL	1,167.06 0.00	1,167.06

Ref#	GL Number	Gross	Discount	Amount
27982	001-4530-6040.000	57.50	0.00	57.50
27982	201-4425-6040.000	70.74	0.00	70.74
27982	001-4410-6040.000	227.40	0.00	227.40
27983	001-4530-6040.000	113.52	0.00	113.52
27983	201-4425-6040.000	73.05	0.00	73.05
27983	001-4410-6040.000	60.79	0.00	60.79
27984	001-4530-6040.000	84.02	0.00	84.02
27984	201-4425-6040.000	148.78	0.00	148.78
27984	001-4410-6040.000	168.81	0.00	168.81
27985	001-4530-6040.000	58.00	0.00	58.00
27985	201-4425-6040.000	60.82	0.00	60.82
27985	001-4410-6040.000	43.63	0.00	43.63

Check Amount 1,167.06

39335	12/09/2015	10194 Printed	MAGANA GARCIA CECILIA ZUMBA INSTRUCTOR	354.00 0.00	354.00
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Ref#	GL Number	Gross	Discount	Amount
27981	001-4350-6210.000	354.00	0.00	354.00

Check Amount 354.00

39336	12/09/2015	5072 Printed	MARIA SANTIAGO VICTOR MILEAGE REIMBURSEMENT	41.76 0.00	41.76
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Ref#	GL Number	Gross	Discount	Amount
27992	001-4530-6391.000	41.76	0.00	41.76

Check Amount 41.76

39337	12/09/2015	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILLS	6,865.03 0.00	6,865.03
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Ref#	GL Number	Gross	Discount	Amount
27991	350-4430-6318.000	75.54	0.00	75.54
27991	201-4420-6318.000	1,112.51	0.00	1,112.51
27991	001-4020-6318.000	5,676.98	0.00	5,676.98

Check Amount 6,865.03

39338	12/09/2015	10026 Printed	TRIMMING LAND COMPANY, INC. TREE SERVICE @ 4835 CLARA STR	490.00 0.00	490.00
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Ref#	GL Number	Gross	Discount	Amount
27980	201-4425-6785.000	490.00	0.00	490.00

Check Amount 490.00

39339	12/16/2015	4550 Printed	235- PRAXAIR DISTRIBUTION INC. CYLINDER RENTAL	42.43 0.00	42.43
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Ref#	GL Number	Gross	Discount	Amount
28024	201-4425-6150.000	42.43	0.00	42.43

Check Amount 42.43

39340	12/16/2015	10128 Printed	ALCALA MIKE ALONSO MUSIC -SENIOR'S THANKSGIVING	150.00 0.00	150.00
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Ref#	GL Number	Gross	Discount	Amount
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BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	28017	001-4350-6580.000	150.00	0.00	150.00
			Check Amount	150.00	
39341	12/16/2015	1778 Printed	ALL CITY MANAGEMENT CROSSING GUARD NOV 8 - NOV 21	1,912.53 0.00	1,912.53
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>
	27997	001-4520-6730.000	1,912.53	0.00	1,912.53
			Check Amount	1,912.53	
39342	12/16/2015	10374 Printed	ALPINE PAPER COPIER PAPER CITY HALL OPER	1,998.00 0.00	1,998.00
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>
	28033	001-4020-6014.000	1,728.00	0.00	1,728.00
	28034	001-4020-6014.000	270.00	0.00	270.00
			Check Amount	1,998.00	
39343	12/16/2015	10074 Printed	ARTIC GLACIER ICE SNOW SCENE HOLIDAY EVENT	2,016.05 0.00	2,016.05
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>
	28016	001-4350-6585.000	2,016.05	0.00	2,016.05
			Check Amount	2,016.05	
39344	12/16/2015	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERVICE	127.87 0.00	127.87
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>
	28039	001-4020-6390.000	127.87	0.00	127.87
			Check Amount	127.87	
39345	12/16/2015	0057-2 Printed	AT & T PHONE SERVICE LANDLINE PHONE SERVICE	2,237.17 0.00	2,237.17
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>
	28031	001-4020-6390.000	2,237.17	0.00	2,237.17
			Check Amount	2,237.17	
39346	12/16/2015	10133 Printed	AVANT-GARDE, INC. RMC PROP 1 GRANT APPLICATION	4,397.50 0.00	4,397.50
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>
	28022	001-4020-6720.000	4,397.50	0.00	4,397.50
			Check Amount	4,397.50	
39347	12/16/2015	7019 Printed	BUSINESS CARD CREDIT CARD NOVEMBER 2015	2,584.94 0.00	2,584.94
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>
	28038	001-4001-6391.000	575.00	0.00	575.00
	28038	001-4020-6080.000	17.42	0.00	17.42
	28038	001-4020-6396.000	375.00	0.00	375.00
	28038	001-4020-6375.000	129.50	0.00	129.50
	28038	001-4020-6515.000	252.69	0.00	252.69
	28038	001-4350-6580.000	47.33	0.00	47.33
	28038	001-4020-6910.000	48.69	0.00	48.69
	28038	001-4410-6140.000	439.31	0.00	439.31
	28038	001-4020-6370.000	700.00	0.00	700.00

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
				Check Amount	2,584.94
39348	12/16/2015	0136 Printed	CITY OF SOUTH GATE SIGNAL MAINTENANCE DECEMBER	75.00 0.00	75.00
				Check Amount	75.00
				Ref#	GL Number
				28002	201-4420-6771.000
				Gross	75.00
				Discount	0.00
				Amount	75.00
				Check Amount	75.00
39349	12/16/2015	2167 Printed	DAILY BREEZE PRESS TELEGRAM CLASSIFIED ADVERTISING	1,281.23 0.00	1,281.23
				Check Amount	1,281.23
				Ref#	GL Number
				27999	001-4008-6310.000
				Gross	394.25
				Discount	0.00
				Amount	394.25
				28000	001-4008-6310.000
				Gross	443.49
				Discount	0.00
				Amount	443.49
				28001	001-4008-6310.000
				Gross	443.49
				Discount	0.00
				Amount	443.49
				Check Amount	1,281.23
39350	12/16/2015	8338 Printed	DELTA FIRE PROTECTION & EQUIP HOOD FIRE SUPPRESSION SYSTEM	1,500.00 0.00	1,500.00
				Check Amount	1,500.00
				Ref#	GL Number
				28010	001-4020-6060.000
				Gross	1,500.00
				Discount	0.00
				Amount	1,500.00
				Check Amount	1,500.00
39351	12/16/2015	10179 Printed	EMPIRE CLEANING SUPPLY RESTROOM STALL MEN'S RESTROOM	2,783.80 0.00	2,783.80
				Check Amount	2,783.80
				Ref#	GL Number
				27998	001-4020-6010.000
				Gross	2,783.80
				Discount	0.00
				Amount	2,783.80
				Check Amount	2,783.80
39352	12/16/2015	10018 Printed	ESTRADA HILDA INTERPRETER NOV 30 & DEC 1	2,996.40 0.00	2,996.40
				Check Amount	2,996.40
				Ref#	GL Number
				28005	001-4020-6720.000
				Gross	800.00
				Discount	0.00
				Amount	800.00
				28006	001-4020-6720.000
				Gross	1,600.00
				Discount	0.00
				Amount	1,600.00
				28007	001-4020-6720.000
				Gross	596.40
				Discount	0.00
				Amount	596.40
				Check Amount	2,996.40
39353	12/16/2015	4699 Printed	FIREMASTER DEPT 1019 SEMI ANNUAL KITCHEN FIRE SYS.	300.00 0.00	300.00
				Check Amount	300.00
				Ref#	GL Number
				28019	001-4020-6060.000
				Gross	300.00
				Discount	0.00
				Amount	300.00
				Check Amount	300.00
39354	12/16/2015	6087 Printed	FIRST AMERICAN DATA TREE SERVICE RENDERED NOVEMBER	99.00 0.00	99.00
				Check Amount	99.00
				Ref#	GL Number
				28021	001-4215-6080.000
				Gross	99.00
				Discount	0.00
				Amount	99.00
				Check Amount	99.00
39355	12/16/2015	4553 Printed	J. V. PRINTING BUSINESS CARDS C. HERNANDEZ	31.61 0.00	31.61
				Check Amount	31.61
				Ref#	GL Number
				28032	001-4001-6085.000
				Gross	31.61
				Discount	0.00
				Amount	31.61

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount		
			Check Amount	31.61			
39356	12/16/2015	9425 Printed	JK CONSTRUCTION 4555 CECELIA #19 - CORTEZ	7,647.40 0.00	7,647.40		
			Ref#	GL Number	Gross	Discount	Amount
			28015	510-4620-6767.000	7,647.40	0.00	7,647.40
			Check Amount	7,647.40			
39357	12/16/2015	10379 Printed	JOE A. GONSALVES & SON ADVOCACY SERVICES	4,000.00 0.00	4,000.00		
			Ref#	GL Number	Gross	Discount	Amount
			28040	001-4001-6753.000	4,000.00	0.00	4,000.00
			Check Amount	4,000.00			
39358	12/16/2015	8057 Printed	KONICA MINOLTA BUSINESS MONTHLY SERV DIGITAL NOVEMBER	194.23 0.00	194.23		
			Ref#	GL Number	Gross	Discount	Amount
			27995	001-4020-6014.000	194.23	0.00	194.23
			Check Amount	194.23			
39359	12/16/2015	9668 Printed	KONICA MINOLTA BUSINESS KONICA MINOLTA COPIER LEASE	236.38 0.00	236.38		
			Ref#	GL Number	Gross	Discount	Amount
			27996	001-4020-6014.000	236.38	0.00	236.38
			Check Amount	236.38			
39360	12/16/2015	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT SPECIAL EVENTS SEP 4-27 2015	20,624.44 0.00	20,624.44		
			Ref#	GL Number	Gross	Discount	Amount
			28025	270-4501-6763.000	20,624.44	0.00	20,624.44
			Check Amount	20,624.44			
39361	12/16/2015	1206-3 Printed	LOS ANGELES COUNTY FIRE DEPT. HAZARDOUS WASTE GENERATOR PROG	953.00 0.00	953.00		
			Ref#	GL Number	Gross	Discount	Amount
			28018	001-4020-6370.000	953.00	0.00	953.00
			Check Amount	953.00			
39362	12/16/2015	8247 Printed	NETWORK INNOVATION ASSOCIATES SATELLITE NETWORK AUGUST 2015	278.00 0.00	278.00		
			Ref#	GL Number	Gross	Discount	Amount
			28020	001-4020-6742.000	278.00	0.00	278.00
			Check Amount	278.00			
39363	12/16/2015	10201 Printed	OLIVAREZ MADRUGA, LLP LEGAL SERVICES OCTOBER 2015	43,616.67 0.00	43,616.67		
			Ref#	GL Number	Gross	Discount	Amount
			28026	001-4930-6391.000	1,082.25	0.00	1,082.25
			28026	001-4005-6755.000	104.30	0.00	104.30
			28026	001-4005-6720.000	18,917.75	0.00	18,917.75
			28027	001-4930-6391.000	285.00	0.00	285.00
			28027	001-4930-6755.000	496.00	0.00	496.00

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	28027	001-4005-6720.000	11,369.37	0.00	11,369.37
	28028	001-4930-6391.000	10,767.50	0.00	10,767.50
	28028	610-4930-6755.000	594.50	0.00	594.50
			Check Amount		43,616.67
39364	12/16/2015	5949 Printed	QUINN COMPANY REMOVE & INSTALL BATTERY	1,972.44 0.00	1,972.44
	Ref#	GL Number	Gross	Discount	Amount
	28003	001-4020-6370.000	979.91	0.00	979.91
	28004	001-4020-6370.000	992.53	0.00	992.53
			Check Amount		1,972.44
39365	12/16/2015	10378 Printed	RESOURCES RECYCLING & RECOVERY OIL PAYMENT UNSPENT FUNDS	6,927.00 0.00	6,927.00
	Ref#	GL Number	Gross	Discount	Amount
	28037	260-0000-4390.000	6,927.00	0.00	6,927.00
			Check Amount		6,927.00
39366	12/16/2015	10366 Printed	SERVICEWEAR APPAREL, INC. MAINTENANCE UNIFORMS	727.79 0.00	727.79
	Ref#	GL Number	Gross	Discount	Amount
	28008	001-4410-6250.000	621.74	0.00	621.74
	28009	001-4410-6250.000	106.05	0.00	106.05
			Check Amount		727.79
39367	12/16/2015	10376 Printed	SITEONE LANDSCAPE SUPPLY, LLC IRRIGATION POWER BOX	1,308.00 0.00	1,308.00
	Ref#	GL Number	Gross	Discount	Amount
	28035	001-4410-6389.000	1,308.00	0.00	1,308.00
			Check Amount		1,308.00
39368	12/16/2015	0172 Printed	SMART & FINAL FOOD SERVICE FOOD DISTRIBUTION NOVEMBER	2,614.08 0.00	2,614.08
	Ref#	GL Number	Gross	Discount	Amount
	28011	001-4020-6080.000	9.98	0.00	9.98
	28012	001-4020-6080.000	15.57	0.00	15.57
	28013	510-4642-6145.000	2,588.53	0.00	2,588.53
			Check Amount		2,614.08
39369	12/16/2015	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILLS	7,331.10 0.00	7,331.10
	Ref#	GL Number	Gross	Discount	Amount
	28030	001-4020-6318.000	333.68	0.00	333.68
	28030	350-4430-6318.000	6,885.04	0.00	6,885.04
	28030	201-4420-6318.000	112.38	0.00	112.38
			Check Amount		7,331.10
39370	12/16/2015	10377 Printed	SUPER FUN FACTORY HOLIDAY EVENT DECEMBER 20,2015	1,590.00 0.00	1,590.00
	Ref#	GL Number	Gross	Discount	Amount
	28036	001-4350-6585.000	1,590.00	0.00	1,590.00
			Check Amount		1,590.00

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																														
39371	12/16/2015	9626 Printed	THE BANCORP BANK FORD FUSION HYBRID 2 VEH	1,154.24 0.00	1,154.24																														
				Check Amount	1,154.24																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27994</td> <td>257-4780-6990.000</td> <td>1,154.24</td> <td>0.00</td> <td>1,154.24</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27994	257-4780-6990.000	1,154.24	0.00	1,154.24																				
Ref#	GL Number	Gross	Discount	Amount																															
27994	257-4780-6990.000	1,154.24	0.00	1,154.24																															
39372	12/16/2015	2859 Printed	UNDERGROUND SERVICE ALERT-SC DIG ALERT TICKETS	10.50 0.00	10.50																														
				Check Amount	10.50																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28023</td> <td>201-4425-6735.000</td> <td>10.50</td> <td>0.00</td> <td>10.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28023	201-4425-6735.000	10.50	0.00	10.50																				
Ref#	GL Number	Gross	Discount	Amount																															
28023	201-4425-6735.000	10.50	0.00	10.50																															
39373	12/16/2015	8292 Printed	URBAN FUTURES, INC. PROFESSIONAL SERVICES OCTOBER	5,146.25 0.00	5,146.25																														
				Check Amount	5,146.25																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28014</td> <td>610-4930-6720.000</td> <td>5,146.25</td> <td>0.00</td> <td>5,146.25</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28014	610-4930-6720.000	5,146.25	0.00	5,146.25																				
Ref#	GL Number	Gross	Discount	Amount																															
28014	610-4930-6720.000	5,146.25	0.00	5,146.25																															
39374	12/22/2015	1778 Printed	ALL CITY MANAGEMENT CROSSING GUARD NOV 22 - DEC 5	1,033.80 0.00	1,033.80																														
				Check Amount	1,033.80																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28047</td> <td>001-4520-6730.000</td> <td>1,033.80</td> <td>0.00</td> <td>1,033.80</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28047	001-4520-6730.000	1,033.80	0.00	1,033.80																				
Ref#	GL Number	Gross	Discount	Amount																															
28047	001-4520-6730.000	1,033.80	0.00	1,033.80																															
39375	12/22/2015	7995 Printed	AMERICAN CITY PEST CONTROL PEST CONTROL DECEMBER 2015	484.00 0.00	484.00																														
				Check Amount	484.00																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28051</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>28052</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>28053</td> <td>001-4020-6720.000</td> <td>117.00</td> <td>0.00</td> <td>117.00</td> </tr> <tr> <td>28054</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>28055</td> <td>001-4020-6720.000</td> <td>64.00</td> <td>0.00</td> <td>64.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28051	001-4020-6720.000	101.00	0.00	101.00	28052	001-4020-6720.000	101.00	0.00	101.00	28053	001-4020-6720.000	117.00	0.00	117.00	28054	001-4020-6720.000	101.00	0.00	101.00	28055	001-4020-6720.000	64.00	0.00	64.00
Ref#	GL Number	Gross	Discount	Amount																															
28051	001-4020-6720.000	101.00	0.00	101.00																															
28052	001-4020-6720.000	101.00	0.00	101.00																															
28053	001-4020-6720.000	117.00	0.00	117.00																															
28054	001-4020-6720.000	101.00	0.00	101.00																															
28055	001-4020-6720.000	64.00	0.00	64.00																															
39376	12/22/2015	5189 Printed	COMMUNITY DEVELOPMENT COMM CDBG PROGRAM INCOME BARRAGON	1,000.00 0.00	1,000.00																														
				Check Amount	1,000.00																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28056</td> <td>510-0000-4550.000</td> <td>1,000.00</td> <td>0.00</td> <td>1,000.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28056	510-0000-4550.000	1,000.00	0.00	1,000.00																				
Ref#	GL Number	Gross	Discount	Amount																															
28056	510-0000-4550.000	1,000.00	0.00	1,000.00																															
39377	12/22/2015	1206 Printed	COUNTY OF LOS ANGELES IND WAST INDUSTRIAL WASTE OCTOBER	634.20 0.00	634.20																														
				Check Amount	634.20																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28050</td> <td>001-4218-6720.000</td> <td>634.20</td> <td>0.00</td> <td>634.20</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28050	001-4218-6720.000	634.20	0.00	634.20																				
Ref#	GL Number	Gross	Discount	Amount																															
28050	001-4218-6720.000	634.20	0.00	634.20																															
39378	12/22/2015	10005 Printed	DAPEER, ROSENBLIT & LITVAK CITY PROSECUTION SERVICE	4,935.00 0.00	4,935.00																														
				Check Amount	4,935.00																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28061</td> <td>510-4230-6755.000</td> <td>4,935.00</td> <td>0.00</td> <td>4,935.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28061	510-4230-6755.000	4,935.00	0.00	4,935.00																				
Ref#	GL Number	Gross	Discount	Amount																															
28061	510-4230-6755.000	4,935.00	0.00	4,935.00																															
				Check Amount	4,935.00																														

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount															
39379	12/22/2015	9983 Printed	FIESTA TAXI COOPERATIVE, INC. DIAL A RIDE SERVICES OCTOBER	3,656.60 0.00	3,656.60															
				Check Amount	3,656.60															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28049</td> <td>252-4750-6780.000</td> <td>3,656.60</td> <td>0.00</td> <td>3,656.60</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28049	252-4750-6780.000	3,656.60	0.00	3,656.60					
Ref#	GL Number	Gross	Discount	Amount																
28049	252-4750-6780.000	3,656.60	0.00	3,656.60																
39380	12/22/2015	10187 Printed	FUEL CREATIVE GROUP CREATION OF ONE CUDAHY MAGAZIN	4,800.25 0.00	4,800.25															
				Check Amount	4,800.25															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28063</td> <td>001-4011-6720.000</td> <td>1,719.00</td> <td>0.00</td> <td>1,719.00</td> </tr> <tr> <td>28064</td> <td>001-4011-6720.000</td> <td>3,081.25</td> <td>0.00</td> <td>3,081.25</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28063	001-4011-6720.000	1,719.00	0.00	1,719.00	28064	001-4011-6720.000	3,081.25	0.00	3,081.25
Ref#	GL Number	Gross	Discount	Amount																
28063	001-4011-6720.000	1,719.00	0.00	1,719.00																
28064	001-4011-6720.000	3,081.25	0.00	3,081.25																
39381	12/22/2015	4402 Printed	GATEWAY CITIES EIR FY2015-2016 DUES	10,000.00 0.00	10,000.00															
				Check Amount	10,000.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28042</td> <td>251-7039-6721.000</td> <td>10,000.00</td> <td>0.00</td> <td>10,000.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28042	251-7039-6721.000	10,000.00	0.00	10,000.00					
Ref#	GL Number	Gross	Discount	Amount																
28042	251-7039-6721.000	10,000.00	0.00	10,000.00																
39382	12/22/2015	0092-7 Printed	LEAGUE OF CALIFORNIA CITIES LOCAL STREETS & ROADS ASSESSME	200.00 0.00	200.00															
				Check Amount	200.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28041</td> <td>201-4425-6150.000</td> <td>200.00</td> <td>0.00</td> <td>200.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28041	201-4425-6150.000	200.00	0.00	200.00					
Ref#	GL Number	Gross	Discount	Amount																
28041	201-4425-6150.000	200.00	0.00	200.00																
39383	12/22/2015	5416 Printed	MARAVILLA FOUNDATION REFUND FOR HEAT PERMIT	51.12 0.00	51.12															
				Check Amount	51.12															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28062</td> <td>001-0000-4188.000</td> <td>51.12</td> <td>0.00</td> <td>51.12</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28062	001-0000-4188.000	51.12	0.00	51.12					
Ref#	GL Number	Gross	Discount	Amount																
28062	001-0000-4188.000	51.12	0.00	51.12																
39384	12/22/2015	8247 Printed	NETWORK INNOVATION ASSOCIATES EMERGENCY SATELLITE SERVICE	278.00 0.00	278.00															
				Check Amount	278.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28060</td> <td>001-4020-6742.000</td> <td>278.00</td> <td>0.00</td> <td>278.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28060	001-4020-6742.000	278.00	0.00	278.00					
Ref#	GL Number	Gross	Discount	Amount																
28060	001-4020-6742.000	278.00	0.00	278.00																
39385	12/22/2015	9737 Printed	REGIONAL TAP SERVICE CENTER STORED VALUED REGULAR	40.00 0.00	40.00															
				Check Amount	40.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28048</td> <td>251-4760-6550.000</td> <td>40.00</td> <td>0.00</td> <td>40.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28048	251-4760-6550.000	40.00	0.00	40.00					
Ref#	GL Number	Gross	Discount	Amount																
28048	251-4760-6550.000	40.00	0.00	40.00																
39386	12/22/2015	2802 Printed	SAM'S CLUB CREDIT CARD PAYMENT	316.51 0.00	316.51															
				Check Amount	316.51															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28058</td> <td>001-4020-6080.000</td> <td>190.96</td> <td>0.00</td> <td>190.96</td> </tr> <tr> <td>28058</td> <td>001-4350-6580.000</td> <td>125.55</td> <td>0.00</td> <td>125.55</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28058	001-4020-6080.000	190.96	0.00	190.96	28058	001-4350-6580.000	125.55	0.00	125.55
Ref#	GL Number	Gross	Discount	Amount																
28058	001-4020-6080.000	190.96	0.00	190.96																
28058	001-4350-6580.000	125.55	0.00	125.55																

Check Register Report

**Attachment A**

Date: 02/04/2016

Time: 6:36 am

Page: 13

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
39387	12/22/2015	0069-2 Printed	SIEMENS INDUSTRY, INC. STREET LIGHTING MAINT NOVEMBER	2,171.74 0.00	2,171.74

Ref#	GL Number	Gross	Discount	Amount
28044	201-4420-6771.000	674.61	0.00	674.61
28045	201-4420-6771.000	713.88	0.00	713.88
28046	350-4430-6775.000	783.25	0.00	783.25

Check Amount 2,171.74

39388	12/22/2015	5958 Printed	STATE WATER RESOURCES ANNUAL PERMITS FY2015-2016	6,869.00 0.00	6,869.00
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Ref#	GL Number	Gross	Discount	Amount
28043	001-4216-6745.000	6,869.00	0.00	6,869.00

Check Amount 6,869.00

39389	12/22/2015	8066 Printed	TYLER TECHNOLOGIES NETWORK AND MAINT SOFTWARE	6,372.43 0.00	6,372.43
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Ref#	GL Number	Gross	Discount	Amount
28057	001-4151-6720.000	6,372.43	0.00	6,372.43

Check Amount 6,372.43

39390	12/22/2015	9951 Printed	WILLDAN PLAN CHECK SERVICES	5,145.00 0.00	5,145.00
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Ref#	GL Number	Gross	Discount	Amount
28059	001-4212-6720.000	3,710.00	0.00	3,710.00
28059	001-4216-6745.000	1,435.00	0.00	1,435.00

Check Amount 5,145.00

<b>Total Checks:</b>	<b>94</b>	<b>Bank Total(excluding void checks):</b>	<b>578,428.75</b>
<b>Total Checks:</b>	<b>94</b>	<b>Grand Total(excluding void checks):</b>	<b>578,428.75</b>

CITY OF CUDAHY  
 Payroll Warrants including payroll taxes and insurance premiums:

	December 10, 2015	December 23, 2015
Issued Warrants Number	20490 - 20549	20550 - 20603
Voided Warrants		
Issued Warrants Amount	\$ 7,840.24	\$ 8,885.20
Direct Deposits (a)	69,269.46	53,867.75
CalPERS Direct Deposit (b)	28,454.27	
CalPERS Direct Deposit (c)	17,671.89	
Payroll taxes (d)	10,201.16	10,657.42
Total Amount	<u>\$ 133,437.02</u>	<u>\$ 73,410.37</u>
Note (a) - Employess / Council Members / Commissioners		
Note (b) - Payments for CalPERS medical insurance		
Note (c) - Payments for CalPERS retirement contributions		
Note (d) - Federal and State payroll taxes		

CITY OF CUDAHY  
Cash and Investment Report by Fund December 2015

	July 1, 2015	Inflow YTD	Outflow YTD	December 31, 2015	Receipts December 2015	Disbursements December 2015
001 General Fund	4,202,673.02	2,221,601.67	4,605,903.33	1,818,371.36	286,534.34	638,641.20
040 Drug Assets Seizure Fund	33,463.81	1,672.57	6,188.03	28,948.35	-	-
201 State Gas Tax	1,155,209.38	285,687.24	361,450.87	1,079,445.75	83,678.79	28,872.52
235 Other Grants	-	10,613.74	27,482.13	(16,868.39)	-	1,022.87
240 Prop 1 B - Local Street Improv.	426,851.03	488.52	329,967.89	97,371.66	-	-
251 Prop C	303,022.72	198,290.45	209,878.25	291,434.92	35,224.93	31,498.77
252 Prop A	528,808.59	245,623.09	42,790.83	731,640.85	41,870.43	6,536.92
253 Measure R	674,025.63	137,647.60	108,357.99	703,315.24	25,347.01	3,541.00
255 TDA	21,297.00	-	21,297.00	-	-	-
257 AQMD	39,132.03	9,201.03	6,926.44	41,406.62	1,290.11	1,154.24
260 Used Oil	13,582.26	18.24	6,927.00	6,673.50	-	6,927.00
261 California Beverage Container	6,723.30	6,640.02	-	13,363.32	-	-
265 Recycling Grant	14,223.41	19.09	-	14,242.50	-	-
270 C.O.P.S	183,838.19	73,865.87	126,168.36	131,535.70	19,514.91	20,624.44
280 County Park Bond	(149,084.19)	268,125.11	25,003.28	94,037.64	123,129.33	-
300 CAL Home	73,368.33	5,102.25	416.00	78,054.58	-	-
350 Street Lighting Fund	54,101.62	50,520.21	59,970.37	44,651.46	32,762.96	9,089.82
510 CDBG	(106,618.99)	279,294.34	213,428.05	(40,752.70)	43,868.00	36,605.57
515 Federal STPL	357,690.30	480.20	-	358,170.50	-	-
610 Successor Agency	2,376,586.79	66,322.50	2,353,026.33	89,882.96	21,965.00	11,256.11
710 Youth Foundation	29,230.04	12,166.10	2,892.58	38,503.56	154.50	-
720 Senior's Account	132.80	-	-	132.80	-	-
730 Refuse Assessment	-	175,641.95	7,701.98	167,939.97	167,939.97	1,667.91
	<u>10,238,257.07</u>	<u>4,049,021.79</u>	<u>8,515,776.71</u>	<u>5,771,502.15</u>	<u>883,280.28</u>	<u>797,438.37</u>
LAIF- CITY	7,170,945.82	9,527.13	2,200,000.00	4,980,472.95		
Wells Fargo	3,067,311.31	4,039,494.66	6,315,776.71	791,029.26	883,280.28	797,438.37
TOTAL	<u>10,238,257.13</u>	<u>4,049,021.79</u>	<u>8,515,776.71</u>	<u>5,771,502.21</u>	<u>883,280.28</u>	<u>797,438.37</u>

Total cash disbursements per December Demand and Payroll Reports

AP disbursements	578,428.75
Payroll - December 10, 2015	133,437.02
Payroll - December 23, 2015	73,410.37
Add: Total Bank charges in December 2015	1,457.06
Add: Credit card charges - food distribution	10,705.17
Total Cash Disbursements per December Cash & Investment Report	<u>797,438.37</u>

**City of Cudahy**  
**Summary of Cash Receipt/Disbursement by Month - FY2016**

Date	All Funds	
	Cash Receipts	Disbursement
July 2015	651,411.83	1,996,824.31
August 2015	525,809.71	973,057.65
September 2015	504,739.49	2,693,637.62 (a)
October 2015	599,209.59	1,187,642.72
November 2015	464,591.70	448,241.85
December 2015	883,280.28	797,438.37
Total:	<u>3,629,042.60</u>	<u>8,096,842.52</u>

Note (a) - ROPS payment included

Date	General Fund	
	Cash Receipts	Disbursement
July 2015	455,232.07	1,686,307.48
August 2015	310,212.35	649,764.75
September 2015	277,503.64	225,393.34
October 2015	337,348.57	987,241.29
November 2015	294,929.56	308,263.96
December 2015	286,534.34	638,641.20
Total:	<u>1,961,760.53</u>	<u>4,495,612.02</u>
Average Per Month:	<u>326,960.09</u>	<u>749,268.67</u>

**City of Cudahy**  
**Summary of Cash Receipt/Disbursement by Month - FY2015**

Date	All Funds	
	Cash Receipts	Disbursement
July 2014	720,490.40	923,923.80
August 2014	382,106.70	767,879.72
September 2014	1,424,972.65	3,160,792.70 (b)
October 2014	471,491.06	786,581.62
November 2014	421,325.22	691,734.37
December 2014	850,582.56	892,504.79
January 2015	3,491,089.91 (a)	1,051,651.89
February 2015	599,153.80	696,856.77
March 2015	862,605.62	2,192,685.05 (b)
April 2015	743,355.21	1,191,614.05
May 2015	2,482,941.72	1,275,339.77
June 2015	2,466,462.02 (a)	588,400.14
<b>Total:</b>	<b>14,916,576.87</b>	<b>14,219,964.67</b>

Note (a) - ROPS distribution from County included

Note (b) - ROPS payment included

Date	General Fund	
	Cash Receipts	Disbursement
July 2014	471,300.02	781,449.52
August 2014	260,467.68	611,378.49
September 2014	940,546.11	303,299.61
October 2014	292,356.65	626,514.92
November 2014	284,522.66	533,804.16
December 2014	357,716.42	704,427.61
January 2015	1,807,086.34 (1)	686,616.47
February 2015	361,051.74	261,378.22
March 2015	205,294.22	928,588.38
April 2015	368,848.22	619,116.39
May 2015	2,025,604.57 (2)	656,597.18
June 2015	214,465.92	284,937.60
<b>Total:</b>	<b>7,589,260.55</b>	<b>6,998,108.55</b>
<b>Average Per Month:</b>	<b>632,438.38</b>	<b>583,175.71</b>

Note (1) - bi-annual motor-vehicle-in-lieu included

Note (2) - bi-annual motor-vehicle-in-lieu and Prop A exchange included

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# Item Number 10D

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## STAFF REPORT

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**Date:** February 8, 2016  
**To:** Honorable Mayor/Chair and City Council/Agency Members  
**From:** Jose E. Pulido, City Manager/Executive Director  
By: Steven Dobrenen, Finance Director  
**Subject:** **Approval of the Local Agency Investment Fund (LAIF) for the Month of December 2015**

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### RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of December 2015 in the amount of \$4,980,472.95.

### BACKGROUND

1. In 1955, the Pooled Money Investment Account (PMIA) started. LAIF became part of the PMIA. The oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members consist of the State Treasurer, Director of Finance, and State Controller.
2. In 1977, LAIF was created as a voluntary program by Section 16429.1 et seq. of the California Government Code. The program was intended to be used as an investment alternative for California's local governments and special districts. The LAIF continues today under State Treasurer John Chiang's administration.
3. On December 1, 2015, the balance in LAIF was \$4,980,472.95 (See Attachment).
4. On December 31, 2015, the balance in LAIF was \$4,980,472.95 (See Attachment).

## **ANALYSIS**

The voluntary program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian.

Cudahy Municipal Code Section 3.04.080 indicates, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same."

The report in Attachment A, in conjunction with the Demands and Payroll including the Investment Report by Fund for the month of December 2015, demonstrates the sufficiency of funds available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

## **CONCLUSION**

Once the City Council approves the December 2015 LAIF, the LAIF ending balance of \$4,980,472.95 may be relied upon when determining whether or not there are sufficient funds available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

## **FINANCIAL IMPACT**

None

## **ATTACHMENT**

Local Agency Investment Fund (LAIF) Balance

**LOCAL AGENCY INVESTMENT FUND**

General Account - City #98-19-225

<b>Beginning Balance as of:</b>	<b>December 01, 2015</b>	<b>\$4,980,472.95</b>
<b>Ending Balance as of</b>	<b>December 31, 2015</b>	<b>\$4,980,472.95</b> <b>=====</b>

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## Item Number 10E

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### STAFF REPORT

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**Date:** February 8, 2016  
**To:** Honorable Mayor/Chair and City Council/Agency Members  
**From:** Jose E. Pulido, City Manager/Executive Director  
By: Michael Allen, Acting Community Development Director  
**Subject:** **Receive and File Aging and Senior Citizen Commission Minutes; Public Safety Commission Minutes; Planning Commission Minutes; and Parks and Recreation Commission Minutes**

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#### **RECOMMENDATION**

The City Council is requested to receive and file the minutes for the:

1. Aging and Senior Citizen Commission meeting of November 9 and December 14, 2015;
2. Public Safety Commission meeting of November 10 and December 8, 2015;
3. Planning Commission meeting of November 16 and December 21, 2015; and
4. Parks and Recreation Commission meeting of November 30 and December 28, 2015.

#### **BACKGROUND**

1. On November 9, and December 14, 2015, the Aging and Senior Citizen Commission held their regularly scheduled meetings.
2. On November 10, and December 8, 2015, the Public Safety Commission held their regularly scheduled meetings.
3. On November 16, and December 21, 2015, the Planning Commission held their regularly scheduled meetings.
4. On November 30, and December 28, 2015, the Parks and Recreation Commission held their regularly scheduled meetings.

## **ANALYSIS**

Below are the summaries for various City Commission meetings held in November and December 2015.

1. Aging and Senior Citizen Commission: Following is a summary of actions taken at the November 9, 2015 meeting:

Members Present:

Commissioner Gessner  
Commissioner Cornejo  
Commissioner Martinez

Members Absent:

Commissioner Valenzuela

Business Session:

- 5A. A request to approve the minutes of the Regular Aging and Senior Commission meeting held Monday, October 12, 2015.

Motion to approve by Commissioner Cornejo, seconded by Chairperson Gessner. Approved by unanimous vote.

- 5B. Discussion Item – Changing time of the Aging and Senior Citizen Commission meeting.

Receive and file.

- 5C. Discussion Item – November and December scheduled events and trips.

Receive and file.

- 5D. Discussion Item – Newport Beach Christmas Boat Lighting Event.

Receive and file.

- 5E. AppleCare Information Table

Motion to approve by Commissioner Martinez, seconded by Commissioner Cornejo, approved by unanimous vote.

5F. Covered California Information Table

Motion to approve by Commissioner Cornejo, seconded by Chairperson Gessner, approved by unanimous vote.

2. Aging and Senior Citizen Commission: Following is a summary of actions taken at the December 14, 2015 meeting:

Members Present:

Commissioner Gessner  
Chairperson Pro Tem Martinez  
Commissioner Gurule

Members Absent:

Commissioner Cornejo  
Commissioner Valenzuela

Business Session:

4A. A request to approve the minutes of the Regular Aging and Senior Commission meeting held Monday, November 9, 2015.

Motion to approve by Commissioner Gurule, seconded by Chairperson Pro Tem Martinez. Approved by unanimous vote.

4B. Discussion Item – Bingo Update.

Receive and file.

3. Public Safety Commission: Following is a summary of actions taken at the November 10, 2015 meeting:

Members Present:

Commissioner Cardonne  
Commissioner Cruz  
Commissioner Carrera  
Commissioner Vera  
Commissioner Rodriguez

5A. October monthly report from the Volunteers on Patrol.

Motion to receive and file by Commissioner Carrera, seconded by Commissioner Cruz. Approved by unanimous vote.

- 5B. October monthly report from the L.A. County Sheriff's Department.

Motion to receive and file by Commissioner Cruz, seconded by Commissioner Cardonne. Approved by unanimous vote.

- 5C. October monthly report from Code Enforcement Department.

Motion to receive and file by Commissioner Cruz, seconded by Commissioner Cardonne. Approved by unanimous vote.

- 5D. A request to approve the minutes of the regular Public Safety Commission Meeting held on October 13, 2015.

Motion to approve by Commissioner Carrera, seconded by Commissioner Cardonne. Approved by unanimous vote.

4. Public Safety Commission: Following is a summary of actions taken at the December 8, 2015 meeting:

Members Present:

Commissioner Cardonne  
Commissioner Cruz  
Commissioner Carrera  
Commissioner Vera  
Commissioner Rodriguez

- 4A. November monthly report from the Volunteers on Patrol.

Motion to receive and file by Commissioner Cardonne, seconded by Commissioner Carrera. Approved by unanimous vote.

- 4B. November monthly report from the L.A. County Sheriff's Department.

Motion to receive and file by Commissioner Carrerea, seconded by Commissioner Cardonne. Approved by unanimous vote.

- 4C. November monthly report from Code Enforcement Department.

Motion to receive and file by Commissioner Cruz, seconded by Commissioner Carrera. Approved by unanimous vote.

4D. A request to approve the minutes of the regular Public Safety Commission Meeting held on November 10, 2015.

Motion to receive and file by Commissioner Cardonne, seconded by Commissioner Carrera. Approved by unanimous vote.

5. Planning Commission: Following is a summary of actions taken at the November 16, 2015 meeting:

Members Present:

Commissioner Alcantar  
Commissioner Corvera-Hernandez  
Commissioner de Santiago  
Commissioner Mendoza  
Commissioner Fuentes

Public Hearing:

7A. A public hearing of the City of Cudahy Planning Commission considering Conditional Use Permit No. 38.351; Proposing Auto body Shop Located at 4550 Cecilia Street in the Commercial Manufacturing Zone, Resolution No. PC 15-11.

Motion made by Commissioner de Santiago, seconded by Vice Chairperson Alcantar. Approved by a unanimous vote.

Business Session:

8A. A request to approve the minutes of the Regular Planning Commission meeting held on October 19, 2015.

Motion to approve made by Vice Chairperson Alcantar, seconded by Commissioner de Santiago. Approved by a unanimous vote.

6. Planning Commission: Following is a summary of actions taken at the December 21, 2015 meeting:

Members Present:

Commissioner Alcantar  
Commissioner Corvera-Hernandez

Commissioner de Santiago  
Commissioner Mendoza  
Commissioner Fuentes

Public Hearing:

- 7A. A Public Hearing of the City of Cudahy Planning Commission considering Conditional Use Permit No. 38.355; to allow demolition of 10 existing buildings on site and construction of a 18,517 square foot building to include worship space, offices, classrooms, a hall, and a commercial kitchen located at 4235 Clara Street in the High Density Residential Zone, Resolution No. PC 15-12.

Motion made by Vice Chairperson Alcantar, seconded by Commissioner Mendoza. Approved by a unanimous vote.

7. Parks and Recreation Commission: Following is a summary of actions taken at the November 30, 2015 meeting:

Members Present:

Commissioner Aguilera  
Commissioner Cruz  
Chairperson Pro-tem Ortega  
Chairperson Cuevas

Absent:

Commissioner Chavez

Business Session:

- 4A. A request to approve the minutes of the Regular Parks and Recreation Commission meeting held on October 23, 2015.

Motion to approve item 4A made by Chairperson Pro Tem Ortega Cuevas, seconded by Chairperson Cuevas. Approved by unanimous voice vote.

- 4B. Discussion Item – Propose a new time and date for future Parks and Recreation Commission meetings.

Motion and direction given by Commissioner Aguilera, seconded by Commissioner Cuevas. Approved by unanimous voice vote.

- 4C. Discussion Item – Create policy to subsidize sports registration fees for Cudahy youth.

Motion to table item made by Commissioner Aguilera, seconded by Commissioner Cuevas. Approved by unanimous voice vote.

8. Parks and Recreation Commission: Following is a summary of actions taken at the December 28, 2015 meeting:

Members Present:

Commissioner Aguilera  
Commissioner Chavez  
Commissioner Cruz  
Chairperson Cuevas

Absent:

Chairperson Pro-tem Ortega

Business Session:

- 4A. A request to approve the minutes of the Regular Parks and Recreation Commission meeting held on November 30, 2015.

Motion to table item made by Commissioner Aguilera, seconded by Commissioner Cuevas. Approved by unanimous voice vote.

**CONCLUSION**

The City Council is requested to receive and file this report.

**FINANCIAL IMPACT**

None.

**ATTACHMENTS**

- A. Minutes of the Aging and Senior Citizen Commission, November 9, 2015 and December 14, 2015
- B. Minutes of the Public Safety Commission, November 10, 2015 and December 8, 2015
- C. Minutes of the Planning Commission, November 16, 2015 and December 21, 2015
- D. Draft Minutes of the Parks and Recreation Commission, November 30, 2015 and December 28, 2015

**MINUTES**

Aging and Senior Citizen Commission  
A Regular meeting held at Leo P. Turner  
4835 Clara Street, Cudahy, CA 90201  
Monday November 9, 2015 - 2:00pm

**1. Staff Member Dulce Aguilera called the meeting to order at 2:06 p.m.**

**2. ROLL CALL**

Present: Commissioner Gessner  
Commissioner Cornejo  
Commissioner Martinez

Absent: Commissioner Valenzuela

Pledge of Allegiance was led by Dulce Aguilera

**3. PRESENTATION**

**3A.** Reorganization of the Aging and Senior Citizen Commission and selection of Chairperson and Chairperson Pro Tem.

Commissioner Martinez nominated Commissioner Gessner as Chairperson.  
Motion to appoint Commissioner Gessner as Chairperson made by Commissioner Martinez, seconded by Commissioner Cornejo, approved by unanimous voice vote.

Commissioner Cornejo nominated Commissioner Martinez as Chairperson Pro-Tem.  
Motion to appoint Commissioner Martinez as Chairperson Pro-Tem made by Commissioner Cornejo, seconded by Chairperson Gessner, approved by unanimous voice vote.

Roll Call

Present: Chairperson Gessner  
Chairperson Pro-Tem Martinez  
Commissioner Cornejo

Absent: Commissioner Valenzuela

**4. PUBLIC COMMENT**

Chairperson Gessner announced that this was the time set aside for citizens to address the Senior Commission matters relating to Commission business.

Susana De Santiago stated that she hopes that the city will get enough sign-ups for the senior excursions to happen. She also mentioned that we should consider adding the Newport Beach Trip.

Susana De Santiago mention that changing the time for the Aging and Senior Citizen commission meeting may be an inconvenience to some people as these meeting have always

been at 2:00 pm for many years.

**Hearing no other speakers Chairperson Gessner ordered the session closed.**

## **5. BUSINESS SESSION**

- 5A.** A request to approve the minutes of the Regular Aging and Senior Commission meeting held on Monday, October 9, 2015.

Motion to approve item 5A made by Commissioner Cornejo, seconded by Chairperson Gessner, approved by unanimous voice vote.

- 5B.** Discussion Item- Changing time of the Aging and Senior Citizen Commission meeting.

Commissioner Cornejo stated that changing the time will be an inconvenience. The time should stay the same as the previous commissioners who wanted to change the time are no longer serving on the commission.

Chairperson Gessner expressed her concerns about moving the time of the meeting.

Chairperson Gessner called for a motion to keep the same time of 2:00pm for the Aging and Senior Citizen Commission meeting.

Motion to keep the time of the meeting the same made by Commissioner Cornejo, seconded by Chairperson Gessner, approved by unanimous voice vote.

- 5C.** Discussion Item- November and December scheduled events and trips.

Dulce Aguilera stated that a calendar of events is attached behind the agenda packet. All items shown on the calendar have been approved in our budget.

Chairperson Gessner requested that finger food be added to the New Year's Eve Party.

Motion to approve added items to the events made by Commissioner Cornejo, seconded by Chairperson Gessner, approved by unanimous voice vote.

- 5D.** Discussion Item- Newport Beach Christmas Boat Lighting Event

Commission requested to obtain more information on pricing and dates.

Motion to schedule special meeting before December to discuss event made by Chairperson Gessner, seconded by Commissioner Cornejo, approved by unanimous voice vote.

- 5E.** AppleCare Information Table

Motion to approve item 5E made by Commissioner Martinez, seconded by Commissioner Cornejo, approved by unanimous voice vote.

- 5F.** Covered California Information table  
Motion to approve item 5F made by Commissioner Cornejo, seconded by Chairperson Gessner, approved by unanimous voice vote.

**5. COMMISSION BUSINESS**

Commissioner Cornejo requested an update on Bingo money. He asked if it was possible to use that money for an senior dinner to give thanks to their participation in our events.

**6. ADJOURNMENT**

Hearing no objections Chairperson Gessner ordered the meeting to be adjourned.

The regular meeting of the Senior and Aging Commission meeting was adjourned at 2:53 p.m. on Monday, November 9, 2105 in Leo P. Turner, 4835 Clara Street, Cudahy, California 90201

**PASSED, APPROVED AND ADOPTED this 14th day of December 2015**

\_\_\_\_\_  
Chairperson Gessner

ATTEST:

\_\_\_\_\_  
Commission Recorder  
Dulce Aguilera

**MINUTES**

Aging and Senior Citizen Commission  
A Regular meeting held at Leo P. Turner  
4835 Clara Street, Cudahy, CA 90201  
Monday December 14, 2015 - 2:00pm

**1. Staff Member Dulce Aguilera called the meeting to order at 2:03 p.m.**

**2. ROLL CALL**

Present: Chairperson Gessner  
Chairperson Pro Tem Martinez  
Commissioner Gurule

Absent: Commissioner Cornejo  
Commissioner Valenzuela

Pledge of Allegiance was led by Commissioner Gurule

**3. PUBLIC COMMENT**

Chairperson Gessner announced that this was time set aside to address the Commission on matters related to Commission Business.

Susy De Santiago asked if the City can purchase a Christmas tree for the Senior Center. Susy was informed by Dulce Aguilera that a Christmas tree should be arriving the next day.

**Hearing no other speakers Chairperson Gessner ordered the session closed.**

**4. BUSINESS SESSION**

**4A.** A request to approve the minutes of the Regular Aging and Senior Commission meeting held on Monday, November 9, 2015.

Motion to approve item 5A made by Commissioner Gurule, seconded by Chairperson Pro-Tem Martinez, approved by unanimous voice vote.

**4B.** Discussion Item- Bingo Update.

No new changes have been made to the Bingo funds. The funds are still held in savings until further direction from the City Attorney's office.

The only way for the city to have bingo is if items are donated to the seniors as prizes. Monetary donations are not acceptable as a prize donation.

Non-profits are allowed to have bingo. Victor stated that the senior commission can create a non-profit organization in order to have bingo but the process may take up to 2 years.

**5. COMMISSION BUSINESS**

Chairperson Gessner requested to be added to the next council meeting on January 11, 2016 to discuss bingo related activities.

Chairperson Gessner requested a copy of the senior budget and activities for 2015-2016 fiscal year.

**6. ADJOURNMENT**

Hearing no objections Chairperson Gessner ordered the meeting to be adjourned.

The regular meeting of the Senior and Aging Commission meeting was adjourned at 2:25 p.m. on Monday December 14, 2015 - 2:00pm in Leo P. Turner, 4835 Clara Street, Cudahy, California 90201

**PASSED, APPROVED AND ADOPTED this 11th day of January 2016**

\_\_\_\_\_  
Chairperson Gessner

ATTEST:

\_\_\_\_\_  
Commission Recorder  
Dulce Aguilera

**MINUTES**  
**CUDAHY PUBLIC SAFETY COMMISSION**  
A Regular Meeting to be held in the City Council Chambers  
5240 Santa Ana Street, Cudahy, California  
**Tuesday- November 10, 2015 – 5:00 P.M.**

**1. CALL TO ORDER**

**Interim Community Development Director Michael Allen called the meeting to order at 5:00 p.m.**

**2. ROLL CALL**

**MEMBERS PRESENT:** Commissioner Cardonne  
Commissioner Cruz  
Commissioner Carrera  
Commissioner Vera  
Commissioner Rodriguez

Pledge of Allegiance was led by Deputy M. Gonzalez

**STAFF PRESENT:** Interim Community Development Director Michael Allen; Commission Liaison Raul Mazariegos and Deputy M. Gonzalez

**3. PRESENTATION**

**3A. Reorganization of the Public Safety Commission and selection of Chairperson and Chairperson Pro Tem.**

**Recommendation:** It is recommended that the Public Safety Commission select amongst its members a Chairperson and Chairperson Pro Tem.

Interim Community Development Director Michael Allen provided a brief report on the item and explained the process.

Commissioner Cruz nominated himself as Chairperson.

Commissioner Cardonne seconded the motion.

Commission Liaison Mazariegos proceeded with the roll call for the appointment of Commissioner Cruz to Chairperson.

**Ayes:** Commissioners Cardonne, Cruz, Carrera, Vera and Rodriguez  
**Noes:** None  
**Abstention:** None  
**Absent:** None

**Motion Passed.** Commissioner Cruz was selected to serve as the Chairperson to the Public Safety Commission.

Mr. Allen continued with the selection of Chairperson Pro Tem and asked for nominations.

Commissioner Cardonne nominated Commissioner Carrera to serve as the Chairperson Pro Tem.

Chairperson Cruz seconded the motion which carried with the following roll call:

Ayes: Commissioners Cardonne, Vera, Rodriguez and Chairperson Cruz  
Noes: None  
Abstention: Commissioner Carrera  
Absent: None

Motion Passed. Commissioner Carrera was selected to serve as the Chairperson Pro Tem to the Public Safety Commission.

#### **4. PUBLIC COMMENT**

Chairperson Cruz announced that this was the time set aside for citizens to address the Public Safety Commission on matters relating to Commission business. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the Commission Recorder when approaching the podium. **Each person will be allowed to speak only once and will be limited to five (5) minutes.** When addressing the Commission, please speak into the microphone and voluntarily state your name and address. The proceedings for this meeting are recorded on audio CD.

Susie de Santiago made a comment.

Guadalupe Martinez made a comment.

**Hearing no further speakers, Chairperson Cruz closed the public comment period.**

#### **5. BUSINESS SESSION**

**5A. October monthly report from The Volunteers on Patrol.  
(Verbal Report)**

***Recommendation:*** Motion to receive and file the October report.

Interim Community Development Director Michael Allen provided a brief report on the item. He noted that staff will remove this item from the agenda until a volunteers on patrol program is active.

A brief discussion ensued amongst the Commissioners and Staff.

**MOTION:** Chairperson Pro Tem Carrera moved the motion to receive and file the report. Motion was seconded by Chairperson Cruz which carried with the following voice vote:

Ayes: Commissioners Cardonne, Rodriguez, Vera, Chairperson Pro Tem Carrera and  
Chairperson Cruz  
Noes: None

MINUTES  
PUBLIC SAFETY COMMISSION  
Tuesday, November 10, 2015  
Page 3

Abstention: None  
Absent: None

**5B.** October monthly report from L.A County Sheriff's Department.  
**(Report attached)**

**Recommendation:** *Motion to receive and file the October report.*

Deputy Gonzalez provided a brief report.

A brief discussion ensued amongst the Commissioners and Staff.

**MOTION:** Chairperson Cruz moved the motion to receive and file the report for the month of October. Motion was seconded by Commissioner Cardonne which carried with the following voice vote:

Ayes: Commissioners Cardonne, Rodriguez, Vera, Chairperson Pro Tem Carrera and  
Chairperson Cruz  
Noes: None  
Abstention: None  
Absent: None

**5C.** October monthly report from Code Enforcement Department.  
**(Report attached)**

**Recommendation:** *Motion to receive and file the October report.*

Code Enforcement Officer Raul Mazariegos provided a report on the item.

A brief discussion ensued amongst the Commissioners and Staff.

**MOTION:** Chairperson Cruz moved the motion to receive and file the report for the month of October. Motion was seconded by Commissioner Cardonne which carried with the following voice vote:

Ayes: Commissioners Cardonne, Rodriguez, Vera, Chairperson Pro Tem Carrera and  
Chairperson Cruz  
Noes: None  
Abstention: None  
Absent: None

**5D.** A request to approve the minutes of the regular Public Safety Commission Meeting held on October 13, 2015. **(Minutes attached)**

**Recommendation:** *Motion to approve the minutes for the October 13, 2015 meeting.*

**MOTION:** Chairperson Pro Tem Carrera moved the motion to approve item 5D. Motion was seconded by Commissioner Cardonne which carried with the following voice vote:

Ayes: Commissioners Cardonne, Rodriguez, Vera, Chairperson Pro Tem Carrera and

Chairperson Cruz  
Noes: None  
Abstention: None  
Absent: None

**6. COMMISSION BUSINESS**

Commissioner Cardonne inquired when the Thanksgiving basket give away was scheduled.

Interim Community Development Director Michael Allen responded and stated that the City gives out turkeys and other foods during the food distribution.

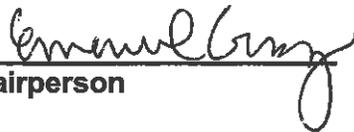
Chairperson Pro Tem Carrera spoke of an apartment complex in Live Oak. He stated a few concerns with the property.

Mr. Allen spoke of the general plan update meeting in January, 2016.

Chairperson Cruz adjourned the meeting at 5:25 p.m.

**7. ADJOURNMENT**

I, Raul Mazariegos, Commission Liaison, certify that the foregoing minutes were approved by the Public Safety Commission at a regular meeting held on December 8, 2015.

  
Chairperson

  
Liaison

**MINUTES**  
**CUDAHY PUBLIC SAFETY COMMISSION**  
A Regular Meeting to be held in the City Council Chambers  
5240 Santa Ana Street, Cudahy, California  
**Tuesday- December 8, 2015 – 5:00 P.M.**

**1. CALL TO ORDER**

Chairperson Cruz called the meeting to order at 5:00 p.m.

**2. ROLL CALL**

**ALL MEMBERS PRESENT:** Chairperson Cruz  
Chairperson Pro Tem Carrera  
Commissioner Cardonne  
Commissioner Vera  
Commissioner Rodriguez

Pledge of Allegiance was led by Chairperson Cruz.

**STAFF PRESENT:** Commission Liaison Raul Mazariegos

**3. PUBLIC COMMENT**

Chairperson Cruz announced that this was the time set aside for citizens to address the Public Safety Commission on matters relating to Commission business. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the Commission Recorder when approaching the podium. **Each person will be allowed to speak only once and will be limited to five (5) minutes.** When addressing the Commission, please speak into the microphone and voluntarily state your name and address. The proceedings for this meeting are recorded on audio CD.

**Susie de Santiago expressed her concerns with recent shootings around the area where she lives.**

Hearing no further speakers, Chairperson Cruz closed public comment.

**4. BUSINESS SESSION**

**4A.** November monthly report from The Volunteers on Patrol.  
**(Verbal Report)**

***Recommendation:*** Motion to receive and file the November report.

Commission Liaison Raul Mazariegos provided a report on the item.

A brief discussion ensued amongst the Commissioners and Staff.

**MOTION:** Commissioner Cardonne moved the motion to receive and file the report. Motion was seconded by Chairperson Pro Tem Carrera which carried with the following voice vote:

Ayes: Commissioners Cardonne, Vera, Rodriguez, Chairperson Pro Tem Carrera and Chairperson Cruz

Noes: None

Abstention: None

Absent: None

**4B.** November monthly report from L.A County Sheriff's Department.  
**(Report attached)**

**Recommendation:** *Motion to receive and file the November report.*

Deputy Gonzalez provided a brief report on the item. He noted that due to the increase in graffiti there was extra patrol assigned. He also stated that there was a decrease on crime against property and aggravated assaults.

A brief discussion ensued amongst the Commissioners and Staff.

**MOTION:** Chairperson Pro Tem Carrera moved the motion to receive and file the report for the month of November. Motion was seconded by Commissioner Cardonne which carried with the following voice vote:

Ayes: Commissioners Cardonne, Vera, Rodriguez, Chairperson Pro Tem Carrera and Chairperson Cruz

Noes: None

Abstention: None

Absent: None

**4C.** November monthly report from Code Enforcement Department.  
**(Report attached)**

**Recommendation:** *Motion to receive and file the November report.*

Code Enforcement Officer Raul Mazariegos provided a report on the item.

Chairperson Cruz reported illegal dumping on Elizabeth Street.

**MOTION:** Chairperson Cruz moved the motion to receive and file the report for the month of November. Motion was seconded by Chairperson Pro Tem Carrera which carried with the following voice vote:

Ayes: Commissioners Cardonne, Vera, Rodriguez, Chairperson Pro Tem Carrera and Chairperson Cruz

Noes: None

Abstention: None

Absent: None

**4D.** A request to approve the minutes of the regular Public Safety Commission Meeting held on November 10, 2015. **(Minutes attached)**

**Recommendation:** Motion to approve the minutes for the November 10, 2015 meeting.

**MOTION:** Commissioner Cardonne moved the motion to approve item 4D. Motion was seconded by Chairperson Pro Tem Carrera which carried with the following voice vote:

Ayes: Commissioners Cardonne, Vera, Rodriguez, Chairperson Pro Tem Carrera and Chairperson Cruz  
Noes: None  
Abstention: None  
Absent: None

## 5. COMMISSION BUSINESS

Commissioner Cardonne spoke of an additional tax that appears on the water bill.

Chairperson Pro Tem Carrera commented on the graffiti around the City. He spoke of a few trainings that can be helpful for the commissioners.

Commission Liaison Mazariegos announced the date for the ham give away.

Chairperson Cruz spoke and requested to receive alerts of when incidents or emergencies occur in the City. He also requested to add an item to the next agenda regarding enforcement in the mobile home parks.

Commissioner Vera requested to a discussion item on how to create a unified neighborhood watch. Also add an informational item on how to prepare for the rainy season.

Chairperson Cruz also commented on a few residents complaining about the Thanksgiving food distribution set-up.

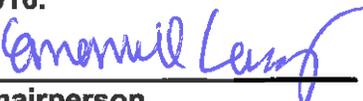
Commissioners spoke of people loitering around the businesses during the holidays.

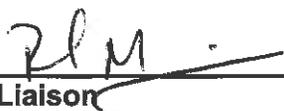
Commissioner Cardonne spoke of parking enforcement.

Chairperson Cruz adjourned the meeting at 5:40 p.m.

## 6. ADJOURNMENT

I, Raul Mazariegos, Commission Liaison, certify that the foregoing minutes were approved by the Public Safety Commission at a regular meeting held on January 12, 2016.

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Liaison

**MINUTES**  
**CUDAHY PLANNING COMMISSION**  
**A regular Meeting to be held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California,**  
**Monday, November 16, 2015 – 6:00 P.M.**

**1. CALL TO ORDER**

Planning Technician, Didier Murillo called the meeting to order at 6:13 p.m.

**2. ROLL CALL**

**Present:** Commissioner Alcantar  
 Commissioner Corvera-Hernandez  
 Commissioner de Santiago  
 Commissioner Mendoza  
 Commissioner Fuentes

**Absent:** None

**Staff Present:** Planning Technician, Didier Murillo  
 City Attorney, Isabel Birrueta

**3. PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was led by Commissioner Corvera-Hernandez

**4. PRESENTATIONS**

- A. Reorganization of the Planning Commission and selection of a Chairperson and Vice-Chairperson.

**Chairperson:**

***Recommendation:*** It is recommended that the Planning Commission select amongst its members a Chairperson and Vice-Chairperson.

**MOTION:** Commissioner de Santiago moved the motion to select Commissioner Fuentes as Chairperson, motion seconded by Commissioner Alcantar which carried with the following roll call:

**Ayes:** Commissioner Alcantar, Commissioner Corvera-Hernandez, Commissioner de Santiago, Commissioner Mendoza, and Commissioner Fuentes.

**Noes:** None

**Abstention:** None

**Absent:** None

**Motion Approved**

**Vice-Chairperson:**

**MOTION:** Chairman Fuentes moved the motion to select Commissioner Alcantar as Vice-Chairperson, motion seconded by Commissioner Mendoza which carried with the following roll call:

Ayes: Commissioner Alcantar, Commissioner Corvera-Hernandez, Commissioner de Santiago, Commissioner Mendoza, and Chairman Fuentes.  
Noes: None  
Abstention: None  
Absent: None

**Motion Approved**

B. \*Brown Act and Planning Commissioners Training Presentation given by City Attorney, Isabel Birrueta.

*\*(As a recommendation from Staff and the City Attorney, the presentation of item 4B was given after Public Hearing of agenda item 7A).*

City Attorney, Isabel Birrueta gave two presentations on the following topics:

- Planning Commissioners Training - To educate the Commission on their roles as a Planning Commission. Items covered in the presentation included what occurs at public meetings/hearings, planning decisions, noticing requirements, the role of the Chairperson, how to prepare for meetings, the legal side of planning, making findings, discussion of the City's General Plan and Zoning, and concluded with an overview of the importance of the California Environmental Quality Act (CEQA).

- Brown Act Training - To educated the Commission on the importance of the Ralph M. Brown Act (Gov. Code Section 54950 Et Seq). The focus was on the goals of open meeting law which included (1) Public access to meetings; (2) Public attendance and participation in meetings; and (3) Open deliberations and action.

**5. PUBLIC COMMENT**

Chairman Fuentes announced that this was the time set aside for citizens to address the Planning Commission on matters relating to Commission business. When addressing the Commission please speak into the microphone and voluntarily state your name and address. **Each person will be allowed to speak only once and will be limited to five (5) minutes.** The proceedings of this meeting are recorded on audio CD.

No Speakers

**6. WAIVE FULL READING**

**6A.** Approval to waive the full text reading of all resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title only.

**Recommendation:** Motion to waive the full text reading of all resolutions on the agenda.

**MOTION:** Vice Chairperson Alcantar moved the motion to approve item 6A, motion seconded by Chairman Fuentes which carried with the following roll call:

Ayes: Vice Chairperson Alcantar, Commissioner Corvera-Hernandez, Commissioner de Santiago, Commissioner Mendoza, Chairman Cuevas  
 Noes: None  
 Abstention: None  
 Absent: None  
**Motion Approved**

## 7. PUBLIC HEARING

*\*(As a recommendation from Staff and the City Attorney, Public Hearing of agenda item 7A was given prior to the presentation of item 4B).*

**7A.** A Public Hearing of the City of Cudahy Planning Commission considering Conditional Use Permit (CUP) No. 38.351; Proposing Autobody Shop Located at 4550 Cecilia Street in the Commercial Manufacturing (CM) Zone, Resolution PC 15-11

**Recommendation:** *Staff recommends Planning Commission approve Resolution No. PC 15-11*

A presentation was given by Planning Technician, Didier Murillo. Upon conclusion of the presentation the Planning Commission engaged Staff in a series of questions. City Attorney Isabel Birrueta, stated that as standard practice, Staff submits the Staff Report and Resolution to their office for review and additional Conditions of Approval were provided to staff, to be included in the Resolution. The Planning Commission should ensure that any Conditions of Approval mentioned in the Staff Report should be reflected on the Resolution.

Chairman Fuentes thanked the applicant (Abel Saucedo) for choosing Cudahy and asked if besides what is called for in the Resolution, how else will [he] be helping in contributing to beautify the City. Previous approvals asked for additional vegetation, would you be considering adding vegetation on site. Furthermore, Chairman Fuentes then mentioned that as Condition of Approval #25, *"No signs are approved as part of this approval..."* He would want the community to know that there is a body shop located at the subject site. Luis Valencia (*applicant's attorney*) spoke on behalf of Abel Saucedo. Mr. Valencia stated that Mr. Saucedo is a well respected member of the Lowrider community, who has a waiting list of people who want their cars restored by Mr. Saucedo. Additionally, Mr. Saucedo runs a program that provides the opportunity to learn the trade of 'autobody work,' and offers the opportunity for employment. Furthermore, Mr. Saucedo is willing to improve the site and he has already made vast improvements on site from the previous year when he was in partnership with his two former partners. Mr. Saucedo (applicant) thanked the commission for the opportunity.

At this point Chairman Fuentes opened for public comment. Hearing no speakers, public comment was closed.

Commissioner de Santiago asked if the shop will have proper ventilation to abate any fumes and asked about the roll-up doors. Mr. Saucedo stated that the spray booths will be complaint and they have been following the Fire Departments direction. The spray booths are enclosed and have a very complex filtration system and it is located within the main building.

Vice Chairperson Alcantar mentioned the previous issues found on site, (*e.i. washing of cars on the sidewalk, and business license not filed*) and asked what will be the inspection process, if the CUP gets approved. City Attorney, Isabel Birrueta stated that the City under its police powers can conduct site inspection. The City can conduct inspections to ensure that all Conditions of Approval are being

met and if they are not, they City can issue violation notices and possibly bring the CUP back before Planning Commission for further review and/or revoke the CUP depending on the severity of the violations. Vice Chairperson Alcantar wanted to know what were the reasons for the business being able to run for two years without a business license and what is the process to ensure that business' have their license. Planning Technician, Didier Murillo stated that he was not sure of the reasons for the business operating without a business license prior to him taking over the project (*approximately one year prior to this meeting*). During that year, the applicant had two other partners and there were simply too many people trying to make decisions and things fell through. Eventually Mr. Saucedo took over the application process on his own (*approximately three months prior to this meeting*). Furthermore, over the past three months since Mr. Saucedo took over, the process ran very smoothly which enabled staff to finally schedule the Public Hearing. As far as the inspections, if the CUP gets approved, the applicant will then meet with staff to review the Affidavit of Acceptance (*Conditions of Approval*), and then a business license inspection will be conducted by Planning, Building & Safety, and the Los Angeles County Fire Department(s). City Attorney, Isabel Birrueta stated that the Affidavit is an extra step that the City is doing, which is very important because it gives the applicant and staff the opportunity to sit together and ensure that all Conditions of Approval are understood.

Commissioner Corvera-Hernandez stated that the business has been in operation for two years, and felt that there should be a resolution that the applicant should pay some type of fine for operating without proper approvals. City Attorney, Isabel Birrueta stated that there are cases in other Cities in which businesses operate without a business license for years. Unfortunately, there is no mechanism to retroactively enforce a fine. Moving forward, the Planning Commission can now control the CUP and ensure that all conditions remain in compliance.

Chairman Fuentes stated that two and a half years ago the City had a different administration. Commissioner Mendoza asked if there are other cases like this one. City Attorney, Isabel Birrueta stated that this is not uncommon for any other City. Unfortunately, Cities don't have dozens of Code Officers checking on things, therefore, from time to time, things fall through the cracks. Yes, Chairman Fuentes is correct, now the City has a more educated administration. She then reference the Commissioners packet (*containing City's General Plan, Safe Routes to School Plan, Zoning Code and other education items*) that was provided to the Planning Commissioners tonight, as something that would have never been seen two years ago.

Luis Valencia (applicant's attorney) stated for the record that Mr. Saucedo was misinformed by his previous partners who indicated to him, that they did in fact have a business license. It wasn't until he took over the project that he realized that fact.

Commissioner Corvera-Hernandez stated that the Staff Report did not mention the fact of the previous partners. Mr. Saucedo (applicant) stated that once he took over he made sure to directly follow up with the Fire Department and ensured that everything that was asked for by Planning Technician, Didier Murillo, was provided. The hold with the Fire Department was the biggest hold up on his end but thing got resolved and received approval by their department.

Commissioner de Santiago stated if the CUP gets approved, she would want to add an additional Condition of Approval to include the 6% landscaping requirement.

Chairman Fuentes wants to encourage that the applicant add more that the required 6% landscaping, and also include a permanent sign.

Planning Technician, Didier Murillo stated that the 6% landscaping requirement language was provided in the Staff Report but due to an oversight it was not included in the Resolution. If there is a motion to approve the CUP, please state for the record that there will be an additional Condition of

Approval to include that landscaping requirement.

Commissioner Mendoza asked what exactly is meant by 'landscaping' or the definition. Planning Technician, Didier Murillo stated that essentially as long as the 'landscaping' is permeable, the applicant can add grass, decorative gravel, pavers, drought tolerant plants, etc.

**Recommendation:** *Staff recommends Planning Commission approve Resolution No. PC 15-11*

**MOTION:** Commissioner de Santiago moved the motion to approve item 7A with the added Condition of Approval to include a 6% landscaping requirement, motion seconded by Vice Chairperson Alcantar carried with the following roll call:

Ayes: Vice Chairperson Alcantar, Commissioner Corvera-Hernandez, Commissioner de Santiago, Commissioner Mendoza, and Chairman Fuentes.

Noes: None

Abstention: None

Absent: None

**Motion Approved**

## 8. BUSINESS SESSION

A. A request to approve the minutes of the Regular Planning Commission meeting held on October 19, 2015.

**(Minutes attached)**

**Recommendation:** *Staff recommends Planning Commission to approve the minutes of the regular Planning Commission meeting held on October 19, 2015.*

**MOTION:** Vice Chairperson Alcantar moved the motion to approve item 8A, motion seconded by Commissioner de Santiago which carried with the following roll call:

Ayes: Vice Chairperson Alcantar, Commissioner Corvera-Hernandez, Commissioner de Santiago, Commissioner Mendoza, and Chairman Fuentes.

Noes: None

Abstention: None

Absent: None

**Motion Approved**

## 9. COMMISSION BUSINESS

Chairman Fuentes thanked City Attorney, Isabel Birrueta for the presentation/training. Further, he stated his pleasure in seeing the positive Change happening within the City. City Attorney, Isabel Birrueta elaborated his point in stating that she is very excited for the Planning Commissioners and she can also see the positive change occurring in the City.

## 10. ADJOURNMENT

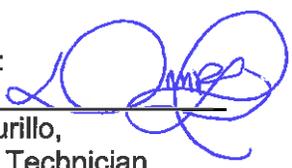
The regular meeting of the Cudahy Planning Commission was adjourned at 9:09 p.m. November 16, 2015 in the City Council Chambers, 5240 Santa Ana St., Cudahy, California.

**PASSED AND APPROVED, this 19<sup>th</sup> Day of January 2016**



Martin Fuentes,  
Chairman

ATTEST:



Didier Murillo,  
Planning Technician

**MINUTES**  
**CUDAHY PLANNING COMMISSION**  
**A regular Meeting to be held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California,**  
**Monday, December 21, 2015 – 6:00 P.M.**

**1. CALL TO ORDER**

Chairman Fuentes called the meeting to order at 6:16 p.m.

**2. ROLL CALL**

Present: Commissioner Corvera-Hernandez  
Commissioner de Santiago  
Commissioner Mendoza (arrived at 6:21 p.m.)  
Vice Chairperson Alcantar (arrived at 6:23 p.m.)  
Chairman Fuentes

Absent: None

**Staff Present:** Acting Community Development Director, Michael Allen  
Planning Technician, Didier Murillo  
City Attorney, Isabel Birrueta

**3. PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was led by Commissioner de Santiago

**4. PRESENTATIONS**

None.

**5. PUBLIC COMMENT**

Chairman Fuentes announced that this was the time set aside for citizens to address the Planning Commission on matters relating to Commission business. When addressing the Commission please speak into the microphone and voluntarily state your name and address. **Each person will be allowed to speak only once and will be limited to five (5) minutes.** The proceedings of this meeting are recorded on audio CD.

The Commission received multiple public comment cards. Acting Community Development Director, Michael Allen and City Attorney, Isabel Birrueta advised Chairman Fuentes that all public comment cards with an Agenda item number (7A) should be saved for after the presentation of that particular item.

Acting Community Development Director, Michael Allen informed the members of the public that all of the submitted public comment cards will be held until after the presentation of the Public Hearing item (7A). The public will be allowed to provide their comment at that point. However, if they chose to provide a general comment on a topic in which is in the purview of the Planning Commission, then this will be the appropriate moment to do so. Planning Technician, Didier Murillo translated the above in

Spanish.

(5 speakers)

Elizabeth Herrera (resident and parishioner) – spoke in favor of approving construction of the Sagrado Corazon Church and urged the Commission to support the Church events. Ms. Herrera reference that there are other uses ( that host parties) in the neighborhoods that go on till 3 a.m. in the morning and Church events seems to be shut down by the City by 11 p.m.

Nelly Blacker (resident and parishioner) - spoke in favor of approving construction of the Sagrado Corazon Church. It's been well over 20 years of delays. The existing conditions are bad for its parishioners, when it rains the Church gets flooded and during summer the heat is too much to bear. Many parishioners such as herself have been fundraising for years and want the Commission to approve the project.

Rosa Maria Cazares (resident and parishioner) – spoke in favor of approving construction of the Sagrado Corazon Church. She is here to ask for the Commissions support and approval of the project.

Jack Guerrero (Cudahy City Council Member) – spoke in favor of the church not as City Council member but as a resident. Council Member Guerrero gave a personal anecdote of his life experience with family members going through the Church for religious milestones. Further, he stated that all of the Conditions of Approval from his understanding have been fulfilled. Lastly, Council Member Guerrero stated his desire for the City as a whole to be more welcoming of religious institutions which are a pillar of the Community.

Baru Sanchez (Cudahy City Council Member) – spoke in favor of the construction of the Sagrado Corazon Church. Council Member Sanchez stated that the Church is aligned with the vision of the City Council and was present in tonight's meeting to voice his support on behalf of the project and hoped that the Planning Commission will approve the project.

Hearing no more speakers Chairman Fuentes closed Public Comment.

## **6. WAIVE FULL READING**

**6A.** Approval to waive the full text reading of all resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title only.

**Recommendation:** *Motion to waive the full text reading of all resolutions on the agenda.*

**MOTION:** Commissioner de Santiago moved the motion to approve item 6A, motion seconded by Commissioner Alcantar, which carried with the following roll call:

Ayes: Commissioner de Santiago, Commissioner Mendoza, Vice Chairperson Alcantar, Chairman Fuentes

Noes: Commissioner Corvera-Hernandez

Abstention: None

Absent: None

**Motion Approved**

## **7. PUBLIC HEARING**

**7A.** A Public Hearing of the City of Cudahy Planning Commission considering Conditional Use Permit (CUP) No. 38.355; to allow Demolition of 10 Existing Buildings on Site and Construction of a 18,517 Square Foot Building to Include Worship Space, Offices, Classrooms, a Hall and a Commercial Kitchen, Located at 4235 Clara Street in the High Density Residential (HDR) Zone, Resolution No. PC 15-12.

**Recommendation:** *Staff recommends Planning Commission approve Resolution No. PC 15-12 with the added Conditions of Approval provided by the City Attorney's Office.*

A presentation was given by Planning Technician, Didier Murillo. At the end of the presentation City Attorney, Isabel Birrueta recommended that Chairman Fuentes call for a 10 minute recess to provide the applicant the opportunity to review the added Conditions of Approval which were provided prior to the meeting. The Conditions of Approval were in regards to noise, parking, etc due to the fact that the proposed development is located in the middle of a Residential Zone. City Attorney, Isabel Birrueta translated the above in Spanish.

Chairman Fuentes called for a 10 minute recess.

After resuming the Public Hearing, the same presentation was given by Planning Technician, Didier Murillo in Spanish. At the end of the presentation City Attorney, Isabel Birrueta explained that at this point, all of the added Conditions of Approval will be reviewed to ensure that the applicant, staff, and the Planning Commission arrive at a consensus. All of the added Conditions of Approval were added to the Resolution to ensure that the new development will not negatively affect the neighboring residential uses. Further, City Attorney, Isabel Birrueta, asked that the members of the public remain silent while the added Conditions of Approval are being read and discussed, to allow everyone present to fully understand the information (all information was presented in both English and Spanish). Planning Technician, Didier Murillo translated the above in Spanish. Upon conclusion of both the English/Spanish presentation by Planning Technician, Didier Murillo and reading of the added Conditions of Approval, Chairman Fuentes opened for Public Comment.

(21 speakers)

Maria Carrera (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and referenced the discussion regarding possible noise elements created by the Church project. She stated that the Church is there for people to pray and be orderly and not create unnecessary noise. The City should focus in other areas of the City which create noise. Ms. Carrera stated that she lives on a property adjacent to a vacant lot on Live Oak Street which is often full of youth conducting illicit activities (smoking, inhaling computer cleaner, etc) and throughout the City you will find multiple parties that go past midnight. She hopes that the Planning Commission approves the project. Ms. Carrera assured that the Church and its parishioners are going to abide by the rules. Ms. Carrera continues to reference other locations in the City which creates unnecessary noise such as the Potrero Night Club, which is also located near a residential zone.

City Attorney, Isabel Birrueta – clarified that the Conditions of Approval pertaining to noise are not directed to the Church itself but rather for the events to be held in the multi-purpose room (quinceaneras, weddings, parties, receptions/parties, etc). She advises that the public take that note into account when making their public comments.

Martin Fragoso (resident and parishioner) – Stated that it was unfair that the applicant received the added Conditions of Approval 10 minutes prior to the meeting; it was too much information to digest in such a short amount of time. All of the conditions should have been presented upfront. Mr. Fragoso then continued to share his experience with the Church and how important the Church was to his

upbringing. Mr. Fragoso feels that the Conditions of Approval are more road blocks that the City is placing in front of the applicant. The applicant and its Church parishioners are working hard in an effort to make the project come to fruition. The project has been in a stand still for nearly 20 years.

Daniel McKay (resident/owner of adjacent property) – has no objection with the approval of the project and his comments are minor in comparison to the project as a whole. He stated that the center house on his property located to the Westside of the Church site was built a few inches away from the property line as opposed to a few feet. Mr. McKay wants to make sure that when the Church builds their block wall, they leave a small section of wrought iron fencing/door which will allow him to have access for maintenance of that particular house. Mr. McKay wants to also ensure that any possible damage done to his property during construction and changes in drainage are corrected at the cost of the applicant. He has communicated his concerns in the past through the previous approval process of the CUP and the Architects are willing to accommodate his request but wanted to bring his comments once again as a reminder. Further, he supports the project and has had a great experience with his neighbor (Church) throughout the years.

Maria Mondragon (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and stated that the Church project will be beneficial to the Children of Cudahy and hopes that the Planning Commission approves the project.

Felix Reyes (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church. Mr. Reyes stated the harsh conditions that are experienced by the parishioners during winter and summer times. The new church is very necessary and he wanted to go over some of the conditions for example; pertaining to waste disposal during construction, this will be handled by professionals that know the proper procedures. Pertaining to the hours of operations, closing the events at 10 p.m. will limit a lot of religious services (e.g. Midnight masses, mananitas, etc). Pertaining to noise, if the hall gets rented and the doors remain close, the neighbors won't even be aware that a party is taking place inside. Pertaining to parking, it is unfair that no parking will be allowed after 10 p.m. when the City wide parking restrictions start until 3 a.m. He hopes that the Commission considers his points and approves the project.

Beatriz Rubalcava (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and stated that this was more than a project but rather a necessity that the community needs. Ms. Rubalcava urged that the all of the Conditions of Approval are revised and corrected and referenced that most of the Conditions of Approval as mentioned by the City Attorney's office are taken from other cities. Ms. Rubalcava further stated that no City is alike and felt that it was unfair to use other cities as reference in implementing Conditions of Approval; she then continued to ask the Planning Commission to evaluate the City Attorney's Office and consider other legal aid.

City Attorney, Isabel Birrueta – clarified that the City Attorney's Office does not simply copy and paste Conditions of Approval from other City's projects simply because they exist but rather they look at Conditions of Approval based on the proposed uses and based on their many years of experience representing various other Cities. All Conditions of Approval are looked at and implemented to protect the community many years down the road when potentially the use may transfer ownership to a different operator who may not necessarily follow the rules. The Conditions of Approval are recommendations which are ultimately approved by the Planning Commission. Planning Technician, Didier Murillo translated the above in Spanish.

Manuel Carrera - (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and thank the Planning Commission for hearing and approving the project.

Daniel Enriquez - (resident, parishioner and maintenance person at Church) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and provided examples of various harsh/sad conditions in the existing church (e.g. roof leaks, rotting flooring, etc) which the new Church is going to resolve. In regards to the Conditions of Approval presented by the City Attorney's Office he feels that it is a matter of coming to an understanding and having the submitted plans reflect the agreed upon Conditions of Approval and not slow the project down further. Mr. Enriquez, closed by extending an invitation to the City to visit the Church so that they may realize the poor conditions in which the current Church is operating under.

Carmen Beltran - (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and feels as if they are begging for an approval, and the City is imposing way too many Conditions. The City should visit the site and tell the applicant what they need. Ms. Beltran then reference a noise and traffic issue she currently experiences on Clara Street, she feels that everyone is equal and if the City is going to impose conditions to regulate noise and traffic, then it should be implemented throughout the City.

Vicente Beltran - (resident and parishioner) [spoke in Spanish] – stated that he was present in the meeting to voice his support in favor of the project.

Margarita Medina - (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and stated her sadness that the City moves quickly in approving other types of businesses (e.g. casinos, liquor stores, Potrero Night Club, etc) while delaying the Church project. It is time that the City approves the construction of the Church and not simply find ways to delay the project by stating that the submittal is missing certain items.

Alma Garcia - (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and is shocked by all of the Conditions of Approval, she feels that they are illogical and unnecessary. Meanwhile, the conditions of the existing church continue to deteriorate and experienced by the parishioners. Ms. Garcia stated that they need the approval of the church, it's a necessity.

Salvador Rodriguez - (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and asked if the Planning Commission and Staff has visited the Church to experience the harsh conditions. Mr. Rodriguez continued to state that there are many other Churches in the community that are located adjacent to residential zones and those Churches don't have nearly as many Conditions of Approval. Further, when the City delays the project the economy changes and construction cost continue to rise which in turn make it that much more difficult for the Church to complete its project.

Jorge Nalvarte - (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and stated that the Church has been previously approved in two occasions and hopes that this third time will be the last. He then provided a personal anecdote and how his family has been part of the Church for 19 years.

Rocio Gonzalez - (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and stated that others have already expressed her thoughts. Ms. Gonzalez then stated that she has been a part of this community for nearly 20 years and has heard that construction of the church would happen for just as long.

Ramona Velazquez - (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and feels upset with the City for imposing too many

Conditions of Approval to construct Gods home. Ms. Velazquez hopes that it will be Gods will that the City approves the project.

Marcos Covarrubias - (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and pleas that the Planning Commission and City Staff comes to an agreement in approving the project.

Maria Guillen - (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and pleas that the Planning Commission finally approves the project without adding unnecessary conditions. Ms. Guillen stated that she has been hoping for construction of the new church for nearly 20 years. The conditions of the Church are too harsh especially during summer and winter seasons.

Patricia Covarrubias - (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and thanked the members of the public for being present tonight to voice their opinion. Ms. Covarrubias then reference other Church projects which have been approved and the Commission did not require as many Conditions of Approval. Ms. Covarrubias then asks that the Planning Commission approve the project during this meeting.

Guadalupe - (resident and parishioner) [spoke in Spanish] - spoke in favor of approving construction of the Sagrado Corazon Church and is confident that the Planning Commission will approve the project. Ms. Guadalupe asks that the Commission visit the Church and put themselves in the parishioners' shoes and experience the cold and hot weather.

Fr. Miguel Angel Gutierrez (father of Sagrado Corazon Church) [spoke in Spanish] – he directed his comment towards his parishioners and stated that they are not here to fight with the City and are here to abide by the laws of the City. In regards to the Conditions of Approval, it is just a matter that the Architects and the City discuss the conditions and come to an agreement and consensus.

City Attorney, Isabel Birrueta states that now is the time for the applicant to make any comments or correct/clarify any of the proposed Conditions of Approval. After hearing all comments, staff will modify any Conditions of Approval based on the discussion. The Public Hearing will then be closed and the Planning Commission will vote on the project. Planning Technician, Didier Murillo translated the above in Spanish.

Dan Young, Jackie Squires (project Architects) and Cecilia Uribe (Archdiocese representative) engaged in a clarification dialogue/discussion concerning the more technical language in all of the Conditions of Approval with the City Attorney, Isabel Birrueta and Acting Community Development Director, Michael Allen, and arrived at a consensus with the Conditions of Approval. This clarification dialogue resulted in the modification and/or elimination of some of the Conditions of Approval that were not applicable, said Conditions of Approval will be reflected in the approved Resolution No. PC 15-12 as approved by the Planning Commission. Planning Technician, Didier Murillo translated the clarification dialogue/discussion in Spanish.

Hearing no more speakers – Chairman Fuentes closes Public Comment.

Commissioner de Santiago - recused her self from the deliberation to avoid any conflict of interest due to her home being located within a 500 foot distance of the proposed Church project.

Vice Chairperson Alcantar – asked why the proposed bookstore would only be allowed for church patrons and not opened to the general public. Acting Community Development Director, Michael Allen, stated that the proposed bookstore was not called out on the plans but only mentioned in the

application. Furthermore, a bookstore opened to the general public would require a separate parking calculation that may alter the existing required parking. The Church intends to use the bookstore as an accessory use and located within an existing office/reception area would not trigger a separate parking calculation. Vice Chairperson Alcantar also asked if a Temporary Use Permit (TUP) would allow for stages, as the church has used a stage in past events. Acting Community Development Director, Michael Allen, stated that yes, a TUP would allow for stages, which would need to obtain a building permit if a certain height is exceeded. Lastly, Vice Chairperson Alcantar asked what is the one condition or multiple conditions which is preventing the Church from completing the project. Dan Young (project Architect) stated that one of the biggest hurdles the project had to overcome was obtaining adequate fire flow availability as required by the Los Angeles County Fire Department through Tract 349 Mutual Water Company. The archdiocese has paid for the improvement of the water line; therefore the project is ready to move forward with the plan check process.

Commissioner Mendoza – asked if there is a timeline for the proposed demolition and construction of the Church and how the project is prepared to mitigate for negative effects during the construction period, which may affect Teresa Hughes Elementary School. Dan Young (project Architect) stated that they have a logistic plan to be implemented during the demolition and construction period. Everything will be phased out and taken into consideration. Acting Community Development Director, Michael Allen further stated that the project will be required to submit and implement a Traffic Control Plan which will regulated all traffic flow, to require flag men, signage, and manage the construction period as well as coordinate demolition/construction around drop off and pick up times from the school.

Chairman Fuentes – Stated that he wants to approve plans that will beautify the City, improve the quality of life and feels that this particular project will do just that. He also thanked the applicant for going over all of the Conditions of Approval with Staff. Chairman Fuentes asked if the applicant had factored things such as having the building be energy efficient, using new technology, and that the landscaping or other features would help recycle and keep water on site. Dan Young (project Architect) stated that the simply answer is yes. He then elaborated that his company is seeking to lower their carbon footprint, this particular project site will use, energy efficient practices, use drought tolerant landscaping, and has a fairly expensive infiltration system that catches rain water, and will utilize best management practices as mandated by the State of California.

Vice Chairperson Alcantar – thanked the many members of the community for being present tonight and expressing their opinions in favor of the project. She is aware and understands the comments in regards to the poor existing conditions being experienced by the church parishioners especially during summer and winter seasons. She then moved the motion to approve the project with agreed upon/modified Conditions of Approval plus the added language of 7 complaints per months and removing the condition that says that street parking of guest vehicles during outdoor events are not allowed to park on the street.

City Attorney, Isabel Birrueta – is recommending that the applicant keep a log with the complaints with the agreed upon language to be reflected in the Resolution.

Commissioner Corvera-Hernandez – asked why the number of 7 complaints. Vice Chairperson Alcantar stated that it was a number she chose that felt was reasonable, taking into account that to one side of the Church you have apartments and to the other side you have single family residences.

Chairman Fuentes – inquired if there have been complaints concerning noise in the existing Church. City Attorney, Isabel Birrueta stated that this is the reason why they are recommending the condition to include a noise complaint log because although the existing Church may not have any complaints concerning noise; that does not necessarily mean that in the future there may not be any complaints.

Commissioner Corvera-Hernandez – agrees with the motion and the second but would like to amend the motion to change the number of complaints from 7 to 12 complaints.

**Recommendation:** *Staff recommends Planning Commission approve Resolution No. PC 15-12 with the agreed upon/modified Conditions of Approval.*

**MOTION:** Vice Chairperson Alcantar moved the motion to approve item 7A with the agreed upon/modified Conditions of Approval, motion seconded by Commissioner Mendoza, which carried with the following roll call:

Ayes: Commissioner Corvera-Hernandez, Commissioner Mendoza, Vice Chairperson Alcantar and Chairman Fuentes.  
Noes: None  
Abstention: None  
Absent: None  
Recused: Commissioner de Santiago

**Motion Approved**

## 8. BUSINESS SESSION

Planning Technician, Didier Murillo stated that the next regular Planning Commission meeting on Monday, January 18, 2016, would fall on a Holiday and is recommending that the Commission meet on Tuesday, January 19, 2016.

## 9. COMMISSION BUSINESS

Chairman Fuentes – inquired if staff had followed up with registrations to National Association of Latino Elected Officials (NALEO). Planning Technician, Didier Murillo stated that there was no follow up at this point.

## 10. ADJOURNMENT

The regular meeting of the Cudahy Planning Commission was adjourned to January 19, 2016 at 10:22 p.m. December 21, 2015 in the City Council Chambers, 5240 Santa Ana St., Cudahy, California.

**PASSED AND APPROVED, this 15<sup>th</sup> Day of February 2016**

\_\_\_\_\_  
Martin Fuentes,  
Chairman

ATTEST:

\_\_\_\_\_  
Didier Murillo,  
Planning Technician

**MINUTES**

Cudahy Parks and Recreation Commission,  
Cudahy Youth Foundation (CYF)  
A Regular meeting held in the Council Chambers,  
5220 Santa Ana St, Cudahy, CA 90201  
**Monday, November 30, 2015 - 6:00pm**

**1. Commission Secretary called the meeting to order at 6:00 p.m.**

**2. ROLL CALL**

Present: Commissioner Aguilera  
Commissioner Cruz  
Chairperson Pro-Tem Ortega  
Chairperson Cuevas

Absent: Commissioner Chavez

Pledge of Allegiance was led by Commission Secretary

**3. PUBLIC COMMENT**

Chairperson Cuevas announced that this was the time set aside for citizens to address the Parks and Recreation Commission/Foundation on matters relating to Commission/Foundation business.

**Hearing no speakers Chairperon Cuevas ordered the session closed.**

**4. BUSINESS SESSION**

**4A. A request to approve the minutes of the Regular Parks and Recreation meeting held on Friday, September 25, 2015 and Friday, October 23, 2015**

Motion to approve item 4A made by Chairperson Pro-Tem Ortega, seconded by Chairperson Cuevas, approved by following voice vote. Commissioner Chavez, absent, Commissioner Aguilera, abstain, Commissioner Cruz, yes, Chairperson Cuevas, Yes, and Chairperson Pro-Tem Ortega Yes.

**4B. Discussion Item- Proposed a new time and date for Future Park and Recreation Commissioner meeting.**

Commission directed Commission secretary to create a staff report to be presented to City Council in the next council meeting to change the time from every fourth Friday of the month to every third Monday at the month at 6:00 p.m.

Motion to create report and present to City Council made by Commissioner Aguilera,

seconded by Commissioner Cuevas, approved by unanimous voice vote.

**4C. Create policy- Subsidizing sports registration fees for Cudahy youth.**

Since not all commissioner were present for the meeting they proffered to tabled the meeting to the next regularly schedule meeting.

Motion to table item made by Commissioner Aguilera, seconded by Commissioner Cuevas, approved by unanimous voice vote.

**5. COMMISSION/CYF BUSINESS**

Chairperson Cuevas would like to know if the City will be hosting a youth basketball opening day. Since he may be able to have the "unofficial sports mascot of the LA Clippers - Clipper Daryl" attend the celebration.

Chairperson Pro-tem Ortega let the public know of a special event the Southeast Los Angeles field office grant opening/Community resources fair Saturday December 5 from 9:00 a.m. to 1:00 p.m. on behalf of Los Angeles County Supervisor Hilda Solis in Huntington Park Hub Cities main offices.

**6. ADJOURNMENT**

Hearing no objections Commissioner ordered the meeting to be adjourned.

The Regular meeting of the Cudahy Parks & Recreation Commission was adjourned at 6:35p.m. on Friday, November 30, 2015 in the Council Chambers, 5220 Santa Ana St, Cudahy, California 90201

**PASSED, APPROVED AND ADOPTED this 28 day of December 2015**

\_\_\_\_\_  
Chairperson Cuevas

ATTEST:

\_\_\_\_\_  
Commission Recorder  
Victor Santiago

**MINUTES**

Cudahy Parks and Recreation Commission,  
Cudahy Youth Foundation (CYF)  
A Regular meeting held in the Council Chambers,  
5220 Santa Ana St, Cudahy, CA 90201  
**Monday, December 28, 2015 - 6:00pm**

**1. Commission Secretary called the meeting to order at 6:11 p.m.**

**2. ROLL CALL**

Present: Commissioner Aguilera  
Commissioner Chavez  
Commissioner Cruz  
Chairperson Cuevas

Absent: Chairperson Pro-Tem Ortega

Pledge of Allegiance was led by Chairperson Cuevas

**3. PUBLIC COMMENT**

Chairperson Cuevas announced that this was the time set aside for citizens to address the Parks and Recreation Commission/Foundation on matters relating to Commission/Foundation business.

**Hearing no speakers Chairperon Cuevas ordered the session closed.**

**4. BUSINESS SESSION**

**4A. A request to approve the minutes of the Regular Parks and Recreation meeting held on Friday, November 30, 2015.**

Motion to table item 4A made by Commissioner Aguilera, seconded by Commissioner Cruz approved by consensus voice vote.

**4B. Create ad hoc committee to create policy to subsidize sports registration fees for Cudahy youth.**

Since not all commissioner were present for the meeting they proffered to tabled the meeting to the next regularly schedule meeting.

Motion to table item made by Commissioner Aguilera, seconded by Chairperson Cuevas, approved by consensus voice vote

**5. COMMISSION/CYF BUSINESS**

**6. ADJOURNMENT**

Hearing no objections Commissioner ordered the meeting to be adjourned.

The Regular meeting of the Cudahy Parks & Recreation Commission was adjourned at 6:18p.m. on Monday, December 28, 2015 in the Council Chambers, 5220 Santa Ana St, Cudahy, California 90201

**PASSED, APPROVED AND ADOPTED this 22 day of January 2016**

\_\_\_\_\_  
Chairperson Cuevas

ATTEST:

\_\_\_\_\_  
Commission Recorder  
Victor Santiago



# Item Number 10F

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## STAFF REPORT

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**Date:** February 8, 2016  
**To:** Honorable Mayor/Chair and City Council/Agency Members  
**From:** Jose E. Pulido, City Manager/Executive Director  
By: Jennifer Hernandez, Acting Human Resources Specialist  
**Subject:** **Adoption of a Proposed Resolution Superseding and Repealing Resolution No. 14-84, Designating Holidays on which City Offices Shall be Closed for Calendar Year 2016**

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### RECOMMENDATION

The City Council is requested to adopt a proposed resolution replacing and superseding Resolution No. 14-84, designating which holidays City offices will be closed for the remainder of Calendar Year 2016.

### BACKGROUND

1. Section 6700 of the California Government Code designates days that are State holidays.
2. Section 6702 of the California Government Code provides that City offices shall be closed on designated State holidays unless otherwise provided by the City.
3. On December 2, 2014, the City Council approved Resolution No 14-84, designating holidays on which City offices would be closed for Calendar Year 2015.
4. On June 8, 2015, the City Council approved the Fringe Benefit and Salary Plan (FBSP), which allows Management employees the right to observe those same holidays.
5. On September 14, 2015, the City Council amended the FBSP, which continues to allow Management employees the right to observe those same holidays.

6. On January 11, 2016, the Cudahy City Council approved a Memorandum of Understanding (MOU) between the Cudahy Miscellaneous Employee's Association (CMEA) and the City.

**ANALYSIS**

The designation of holidays on which City offices will be closed for Calendar Year 2016 will support the holidays negotiated in the Fiscal Year's 2015-2019 MOU, which are currently being observed by represented employees of the CMEA. The City needed to wait until the CMEA MOU was in place before designating the City holidays for Calendar Year 2016. Non-represented Management employees also observe the same holidays as established by Fringe Benefit and Salary Plan, which addresses compensation and fringe benefits.

Holidays currently observed by the City are as follows:

<i>January 1, 2016</i>	<i>New Year's Day (Observed)</i>
<i>January 18, 2016</i>	<i>Martin Luther King Jr. Day (Observed)</i>
February 15, 2016	President's Day
May 30, 2016	Memorial Day
July 4, 2016	Independence Day
September 5, 2016	Labor Day
November 11, 2016	Veteran's Day
November 24, 2016	Thanksgiving Day
December 24, 2016	Christmas Eve
December 25, 2016	Christmas Day

Holidays previously observed by the City, such as Good Friday, and the Friday after Thanksgiving, will no longer be observed following recent CMEA labor negotiations, which led to the 4/10 employee work schedule.

**CONCLUSION**

City Council approval of the proposed resolution allows observance of the remaining City holidays in accordance with the FBSP and the MOU between the CMEA and City.

Staff will notify the public of City observed holidays through the City website, social media, and public postings at all City Hall and City facilities.

**FINANCIAL IMPACT**

Costs associated with this holiday schedule were incorporated into the FY 2015-16 City Budget. There are no additional fiscal impacts.

**ATTACHMENTS**

- A. Proposed Resolution Superseding and Repealing Resolution No. 14-84, Designating Holidays on which City offices shall be closed for Calendar Year 2016
- B. Adopted Resolution 14-84, Designating Holidays on which City Offices shall be closed for Calendar Year 2015

**Attachment A**

RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY OF CUDAHY CALIFORNIA, SUPERSEDING AND REPEALING RESOLUTION 14-84, DESIGNATING HOLIDAYS ON WHICH CITY OFFICES SHALL BE CLOSED FOR CALENDAR YEAR 2016

WHEREAS, Section 6700 of the California Government Code designates days that are holidays in the State; and

WHEREAS, Section 6702 of the California Government Code provides that City offices shall be closed designated State Holidays unless otherwise provided by the City; and

WHEREAS, this City Council desires and deems it to be in the best public interest to designate those holidays on which City offices will be closed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cudahy, California, as follows:

- 1. That the above recitations are true.
- 2. That the public offices of the City shall be closed on the following dates in observance of the indicated holidays:

January 1, 2016	New Year’s Day
January 18, 2016	Martin Luther King Jr. Day
February 15, 2016	President’s Day
May 30, 2016	Memorial Day
July 4, 2016	Independence Day
September 5, 2016	Labor Day
November 11, 2016	Veteran’s Day
November 24, 2016	Thanksgiving Day
December 24, 2016	Christmas Eve
December 25, 2016	Christmas Day

RESOLUTION NO. 16-XX

Page No.2

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 25<sup>th</sup> day of January, 2016.**

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Cristian Markovich, Mayor

ATTEST:

APPROVED AS TO FORM:

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Laura Valdivia  
Interim City Clerk

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Isabel Birrueta  
Assistant City Attorney

**RESOLUTION NO. 14-85**

**A RESOLUTION OF THE CITY OF CUDAHY,  
CALIFORNIA DESIGNATING HOLIDAYS ON  
WHICH CITY OFFICES SHALL BE CLOSED  
FOR CALENDAR YEAR 2015**

WHEREAS, Section 6700 of the California Government Code designates days that are holidays in the State; and

WHEREAS, Section 6702 of the California Government Code provides that City offices shall be closed designated State Holidays unless otherwise provided by the City; and

WHEREAS, this City Council desires and deems it to be in the best public interest to designate those holidays on which City offices will be closed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cudahy, California, as follows:

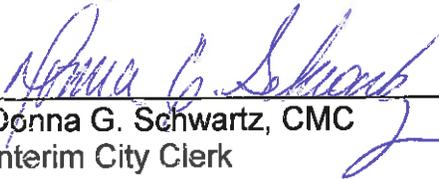
1. That the above recitations are true.
2. That the public offices of the City shall be closed on the following dates in observance of the indicated holidays:

January 1, 2015	New Year's Day
January 19, 2015	Martin Luther King Jr. Day
February 16, 2015	President's Day
April 3, 2015	Good Friday
May 25, 2015	Memorial Day
July 4, 2014	Independence Day
September 7, 2015	Labor Day
November 11, 2015	Veteran's Day
November 26, 2015	Thanksgiving Day
November 27, 2015	Friday following Thanksgiving Day
December 24, 2015	Christmas Eve
December 25, 2015	Christmas Day

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Cudahy at its regular meeting on this 2<sup>nd</sup> day of December, 2014.

  
\_\_\_\_\_  
Chris Garcia, Mayor

**ATTEST:**

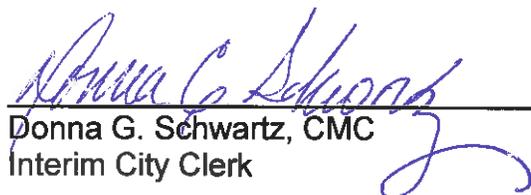
  
\_\_\_\_\_  
Donna G. Schwartz, CMC  
Interim City Clerk

CERTIFICATION

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS:  
CITY OF CUDAHY )

I, Donna Schwartz, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No.14-84 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a special meeting of said Council held on the 2<sup>nd</sup> day of December, 2014 and that said Resolution was adopted by the following vote, to-wit:

- AYES: Council Member(s): Guerrero, Oliva, Sanchez, Vice Mayor Markovich and Mayor Garcia
- NOES: Council Member(s): None
- ABSTAIN: Council Member(s): None
- ABSENT: Council Member(s): None

  
Donna G. Schwartz, CMC  
Interim City Clerk





# Item Number 10G

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## STAFF REPORT

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**Date:** February 8, 2016

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager  
Michael Allen, Acting Director of Community Services  
Victor Maria Santiago, Administrative Assistant

**Subject:** **Approval of a Contract Services Agreement with Woodcraft Rangers to Provide Youth Recreation Services for an Amount Not to Exceed \$48,570**

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### RECOMMENDATION

The City Council is requested to approve a contract services agreement between the City of Cudahy and Woodcraft Rangers to manage a comprehensive recreation and sports program and enhance the current City programs between February 1, 2016 and August 31, 2016 for an amount not to exceed \$48,570.

### BACKGROUND

1. On August 13, 2015, City staff contacted a representative from the Woodcraft Rangers (i.e., Business Development Director, Marco Osorio ) and requested a meeting for a future partnership.
2. On August 19, 2015, Mr. Osorio met with City Staff to discuss the activities and curriculum Woodcraft Rangers currently represents in over 65 public schools.
3. On October 12, 2015, Mr. Osorio presented youth based services that Woodcraft Rangers provides to the City Council during the regularly scheduled City Council meeting.
4. On October 28, 2015, City staff met with Mr. Osorio to request a detailed proposal of activities Woodcraft Rangers can provide to the community.

5. On December 18, 2015, City staff met with two new representatives from Woodcraft Rangers (i.e., Celina Salinas, Director of programming, and Cesar Zaragoza, Deputy of Director Programs) to review a proposal with detailed information on all the classes and activities they can offer.
6. On December 28, 2015 City staff met with Ms. Salinas and Mr. Zaragoza to finalize their proposal.
7. On January 11, 2016, Ms. Salinas gave a presentation to introduce their proposed youth based services to supplement the City's existing parks and recreation programs at the regularly scheduled City Council meeting.

### **ANALYSIS**

As part of the Fiscal Year 2015 - 2016 City Budget (FY 2015-16), the Parks and Recreation Department was funded for six months of operation. This was done with the intention of partnering with local non-profit organizations that could help the City grow, expand, and create new programs for the City's recreational programs at a more affordable cost to the City's residents. City staff met with various non-profit organizations (i.e., Woodcraft Rangers, Kids in Sports, and American Youth Soccer Federation [AYSO]) to discuss potential partnerships.

Woodcraft Rangers was established in 1915 and incorporated as a 501(c)(3) in 1922, and has been one of Los Angeles' most pioneering and successful providers of expanded learning. Over 1.1 million youth, and their families have received support since its inception. In the last year, more than 14,000 young people (ages 6-18) have benefited from NVISION after-school programs. Woodcraft Rangers works with at-risk students at over 65 public elementary, middle and high schools throughout the greater Los Angeles region.

Woodcraft Rangers and their NVISION program is widely acclaimed by local (i.e., United Way's Outstanding Agency Award) and national level stakeholders (Senator Barbara Boxer, 2013); NVISION is featured by major academic and policy groups (i.e., Harvard Graduate School of Education, and the Family Research Project), and has received commendations from the State of California, Los Angeles County, and the City of Los Angeles. Last year, the Los Angeles Business Journal honored Woodcraft Rangers with the Latino Advocacy Award to recognize work with Latino students in their nationally acclaimed after school programs.

Although Woodcraft Rangers has grown to become one of the larger youth development organizations in the greater Los Angeles area, they have managed to keep their original mission of helping youth to explore their own pathways to a purposeful life.

Under the Woodcraft rangers umbrella exist several programs that could benefit the youth of our community, and available to develop and grow the City's existing programs. All programs infuse S.T.E.M. and Common Core Principals into their activities.

- NVISION - the Woodcraft Rangers provider of programming for schools, grades K-12. Services are primarily provided after school but are also "plugged-in" to the school day and on weekends. Relationships with outside experts (Engineers, NASA, movie industry, etc.) allow for the connection to be made between knowledge learned in school and the student's future goals.
- NVISION - Summer Learning - Woodcraft Rangers also runs school-site summer camps, as well as residential camps in Big Bear. They have been providing a camp learning experience since its inception in 1922.
- Woodcraft Rangers Curriculum - Woodcraft Rangers activities and curriculum are created in house and customized to meet the students' interest point.
- SK8 - Woodcraft Rangers highly successful skateboarding program that infuses engineering, creative though, design and the enthusiasm for learning with that at-risk youth desire.

The Key to Woodcraft Rangers success is in their program development which is driven by the youth themselves, in ways that follow their social and cognitive development from Kindergarten to high school graduation.

Woodcraft Rangers and City staff have narrowed down a scope of services that both continues existing parks programming and staffing, as well as provides new and expanded youth activities at all City facilities. Although the City Council had requested that parks programs be offered at an 80% cost recovery, in order to maintain competitiveness with neighboring city programs, the suggested parks programming is being proposed at a 72% program costs recovery (to be paid by participants), while the City's General Fund would contribute 28% towards program fees. Further, as indicated by Woodcraft Rangers, increased program participation would reduce the overall program costs.

Woodcraft Rangers plans to provide the following classes, activities, and sports to the parks in the City (see Attachment A for program descriptions):

**CUDAHY PARK**

- Guitar
- Soccer

**CLARA PARK**

- Zumba
- Basketball

Woodcraft Rangers will manage day-to-day operations of the Basketball gym

- T-Ball

- Ballet

**LUGO PARK**

- Boxing
- Soccer
- Computer literacy
- Spring Break Program
- Dance

- Robotics
- Silk Screening
- Aerobics

Woodcraft Rangers will manage day-to-day operations of the Teen Center.

Apart from the aforementioned classes and activities, Woodcraft Ranges would also administer a spring break program and an eight week summer program. Program activities will include: STEM (Science, Technology, Engineering, and Math), dance, design art, basketball, theatre/drama, golf, skateboarding, photography, nature games, scavenger hunts, soccer and other sports.

As proposed and shown in Attachment C, the total cost to implement and staff the programs would cost the City a net of \$136,871 (this includes expected participation fees and expenditures). The proposed Contract Services Agreement with Woodcraft Rangers achieves the expansion of current programming, at a total cost of \$48,570 for approximately six months of programs.

## **CONCLUSION**

Approval of the attached Contract Services Agreement with Woodcraft Rangers would expand and develop existing and proposed programs to be provided to the Cudahy youth. Such programming is not feasible under current staffing and budgetary constraints due to the currently low cost recovery. During the six month contract, feedback will be taken from the proposed programs, and a work program will be proposed for long term implementation.

If no action is taken on the proposed Contract Services Agreement, no further action will be taken. Current programming and staffing levels are not supported in the FY 2015 – 16 City Budget. As a result, there will be a reduction in facility staffing and sports programs offered to the Cudahy youth for the remainder of the fiscal year.

## **FINANCIAL IMPACT**

Program costs total \$171,090, of which 72% will be charged to the participants, 28% will be funded by the City's General Fund - Parks and Recreation budget. The proposed Contract Services Agreement is not to exceed \$48,570 from February 1, 2016 – August 31, 2016.

## **ATTACHMENTS**

- A. Woodcraft Rangers Proposal
- B. Contract Services Agreement with Woodcraft Rangers
- C. Theoretical Cost to City



PROPOSAL

CITY OF CUDAHY  
PARKS AND RECREATION DEPARTMENT  
5220 SANTA ANA STREET  
CUDAHY, CA 90201

340 E 2<sup>nd</sup> Street, Suite 200, Los Angeles, CA 90012 • 213-249-9293 • [www.woodcrafrangers.org](http://www.woodcrafrangers.org)



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(Number of weeks, daily schedule, staff size)	
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**COMPANY OVERVIEW**

*Mission: is to guide young people as they explore pathways to purposeful lives.*

Los Angeles’ Woodcraft Rangers was founded in 1915 and incorporated as a 501(c) (3) in 1922. Over 1.1 million youth, and their families, have received support since its inception. In the last year, more than 14,000 young people (ages 6-18) have benefited from NVISION After-School Programs. We work with students at over 65 public elementary, middle and high schools throughout the greater Los Angeles region.

The NVISION model has been widely acclaimed, by local (United Way's Outstanding Agency Award) and national level (Barbara Boxer, 2013) stakeholders, featured by major academic and policy groups (Harvard Graduate School of Education, Family Research Project) and has received commendations from the State of California, and the County and City of Los Angeles.

The key to Woodcraft Rangers’ success is the way in which program development is driven by the youth themselves, following their social and cognitive development from kindergarten to high school graduation - Common Core at its best.

NVISION services engage youth with popular activities such as dance, sports, and art, but also cutting edge clubs like stop motion animation, skateboarding, mariachi, robotics, gardening, rock band, knitting, and magic. We then take advantage of that engagement to inspire youth to learn about the world around them, by infusing enrichment activities with Science, Technology, Engineering, Math (S.T.E.M.) and academic vocabulary.



**PROGRAM OVERVIEW**

**A) Cudahy Park**

**Guitar (Acoustic)**

*Participants will have the opportunity to learn the fundamentals of guitar, such as posture, finger techniques, arrangements and reading music throughout the 7 weeks. There are two class offerings, an offering for beginners over the age of 7 and Intermediate for those more advanced.*  
 \$60 for 7 weeks

Beginner Guitar (Guitar included)  
 2/29 – 4/8: 7 weeks (2 days/week)      1.5 hours  
 Ages: 7+  
 Intermediate Guitar (Guitar not included)  
 2/29 – 4/8: 7 weeks (2 days/week)      1.5 hours  
 Ages: All ages

Beginner Guitar (Guitar included)  
 4/25 -6/10: 7 weeks (2 days/week)      1.5 hours  
 Ages: 7+  
 Intermediate Guitar (Guitar not included)  
 4/25 -6/10: 7 weeks (2 days/week)      1.5 hours  
 Ages: All ages



**Dance (Hip Hop)**

*Participants will have the opportunity to learn the fundamentals of hip-hop dance. Youth will learn to properly body movement to music, develop rhythm, coordination and motor skills through dance routines, as well as boost self-esteem and confidence. Youth will learn and showcase a routine over the course of the 7 weeks. There are two class offerings, one for ages 5-11 and one for ages 12-17.*  
 \$50 for 7 weeks

Hip Hop I  
 2/29 – 4/8: 7 weeks (2 days/week)      1 hour  
 Ages: 5- 11  
 Hip Hop II  
 2/29 – 4/8: 7 weeks (2 days/week)      1hour  
 Ages: 12-17

Hip Hop I  
 4/25 -6/10: 7 weeks (2 days/week)      1 hour  
 Ages: 5- 11  
 Hip Hop II  
 4/25 -6/10: 7 weeks (2 days/week)      1hour  
 Ages: 12-17



**Soccer**

*Participants will have the opportunity to learn the fundamentals of soccer through intentional skill building activities. Youth will learn about science behind their body's ability to be active and play the sport. Woodcraft Rangers uses the sport as a tool to inspire leadership, promote healthy lifestyles and encourage teamwork as well as boost self-esteem and confidence. Teams will compete in tournaments and games over the course of the 7 weeks. There are two class offerings, one for ages 5-11 and one for ages 12-17.*

\$55 for 7 weeks

Soccer I  
2/29 – 4/8: 7 weeks (3 days/week)      2 hours

Ages: 5-11

Soccer II  
2/29 – 4/8: 7 weeks (3 days/week)      2 hours

Ages: 12-17

Soccer I  
4/25 -6/10: 7 weeks (3 days/week)      2 hours

Ages: 5-11

Soccer II  
4/25 -6/10: 7 weeks (3 days/week)      2 hours

Ages: 12-17



**Fundamental T-Ball**

*Participants will have the opportunity to learn the fundamentals of baseball through intentional skill building activities. Youth will learn about science behind their body's ability to be active and play the sport. Youth will learn the skills necessary to be ready for the next level. Woodcraft Rangers uses the sport as a tool to inspire leadership, promote healthy lifestyles and encourage teamwork as well as boost self-esteem and confidence.*

\$65 for 7 weeks

2/29 – 4/8: 7 weeks (2 days/week)      1 hour  
Ages: 3-5

4/25 -6/10: 7 weeks (2 days/week)      1 hour  
Ages: 3-5

**B) Clara Park**

**Zumba**

*Participants will have the opportunity to dance to great music, and get physically active! There are two offerings 5 days each week.*

\$50 for 7 weeks

2/29 – 4/8: 7 weeks (5 days/week)      1 hour  
Ages: 18+

2/29 – 4/8: 7 weeks (5 days/week)      1 hour  
Ages: All ages

4/25 -6/10: 7 weeks (5 days/week) 1 hour  
 Ages: 18+  
 4/25 -6/10: 7 weeks (5 days/week) 1 hour  
 Ages: All ages

**Ballet**

*Participants will have the opportunity to learn creative movements through ballet while learning the basic technique and terminology. Youth will focus on their body movements while proper technique and alignment are emphasized. Ballet also boosts confidence and self-esteem. Classes are offered one day per week for pre-ballet, beginner ballet and intermediate.*

\$50 for 7 weeks

Pre-Ballet  
 2/29 – 4/8: 7 weeks (1 day/week) 45 min

Ages: 3-5

Beginner Ballet  
 2/29 – 4/8: 7 weeks (1 day/week) 1 hour

Ages: 5-7

Intermediate Ballet  
 2/29 – 4/8: 7 weeks (1 day/week) 1 hour

Ages: 7-11

2/29 – 4/8: 7 weeks (1 day/week) 45 min  
 Ages: 3-5

Beginner Ballet  
 2/29 – 4/8: 7 weeks (1 day/week) 1 hour

Ages: 5-7

Intermediate Ballet  
 2/29 – 4/8: 7 weeks (1 day/week) 1 hour

Ages: 7-11

Pre-Ballet  
 4/25 -6/10: 7 weeks (1 day/week) 45 min

Ages: 3-5

Beginner Ballet  
 4/25 -6/10: 7 weeks (1 day/week) 1 hour

Ages: 5-7

Intermediate Ballet  
 4/25 -6/10: 7 weeks (1 day/week) 1 hour

Ages: 7-11

4/25 -6/10: 7 weeks (1 day/week) 45 min  
 Ages: 3-5

Beginner Ballet  
 4/25 -6/10: 7 weeks (1 day/week) 1 hour

Ages: 5-7

Intermediate Ballet  
 4/25 -6/10: 7 weeks (1 day/week) 1 hour

Ages: 7-11



**Basketball**

Students participating in Basketball activities will learn the fundamentals of the sport through intentional skill building activities. Students will learn about science behind their body's ability to be active and play the sport. Woodcraft Rangers uses the sport as a tool to inspire leadership, promote healthy lifestyles and encourage teamwork. Teams will compete in tournaments and games over the course of the 7 weeks. There are two class offerings, one for ages 5-11 and one for ages 12-17.

\$55 for 7 weeks

Basketball I  
2/29 – 4/8: 7 weeks (3 days/week)      2 hours  
Ages: 5-11  
Basketball II  
2/29 – 4/8: 7 weeks (3 days/week)      2 hours  
Ages: 12-17

Basketball I  
4/25 -6/10: 7 weeks (3 days/week)      2 hours  
Ages: 5-11  
Basketball II  
4/25 -6/10: 7 weeks (3 days/week)      2 hours  
Ages: 12-17



**Open Basketball Gym**

Woodcraft Rangers will ensure the staffing of the basketball gym for residents/non-residents use. Depending on the number of participants, skill building activities may be facilitated as well as tournaments may be coordinated.

\$50 for 7 weeks or \$150 for 23 weeks

2/29 – 7/22: 23 weeks (M-F)                      3:00 – 8:00  
All Ages

**C) Lugo Park**

**Boxing**

Participants will have the opportunity to strength train and build skills during boxing training sessions. Two classes are offered daily (M-F).

\$50 for 7 weeks or \$150 for 23 weeks

2/29 – 7/22: 23 weeks (M-F)                      9:30 – 11:30  
Ages: 8+  
2/29 – 7/22: 23 weeks (M-F)                      6:30 – 8:30  
Ages: 8+



**Soccer**

Participants will have the opportunity to learn the fundamentals of soccer through intentional skill building activities. Youth will learn about science behind their body's ability to be active and play the sport. Woodcraft Rangers uses the sport as a tool to inspire leadership, promote healthy lifestyles and encourage teamwork as well as boost self-esteem and confidence. Teams will compete

*in tournaments and games over the course of the 7 weeks. There are two class offerings, one for ages 5-11 and one for ages 12-17.  
\$55 for 7 weeks*

Soccer I  
2/29 – 4/8: 7 weeks (3 days/week)      2 hours  
Ages: 5-11  
Soccer II  
2/29 – 4/8: 7 weeks (3 days/week)      2 hours  
Ages: 12-17

Soccer I  
4/25 -6/10: 7 weeks (3 days/week)      2 hours  
Ages: 5-11  
Soccer II  
4/25 -6/10: 7 weeks (3 days/week)      2 hours  
Ages: 12-17

**Teen Center Recreation**

*Youth will have the opportunity to learn the fundamentals of multiple sports, such as soccer, baseball, basketball, volleyball and other field games. Youth with engage in multiple recreational activities throughout the 23 weeks. Programming dependent on youth interest.  
No cost to residents*

2/29 – 7/22: 23 weeks (M-F)                      3:00 – 7:00  
Ages: 17 & under

**Robotics**

*Students participating in Robotics activities will have the opportunity to assemble, program, and troubleshoot various robots using Lego Mindstorm software. Students will use a hands on approach to solve real world problems while improving leadership, communication, and self-confidence. In addition, students will also be introduced to mathematic concepts of algebra and geometry to solve unique problems. In Robotics clubs, students will inspire innovation and engage in programs that build on science, engineering, and technology skills.  
\$60 for 7 weeks*

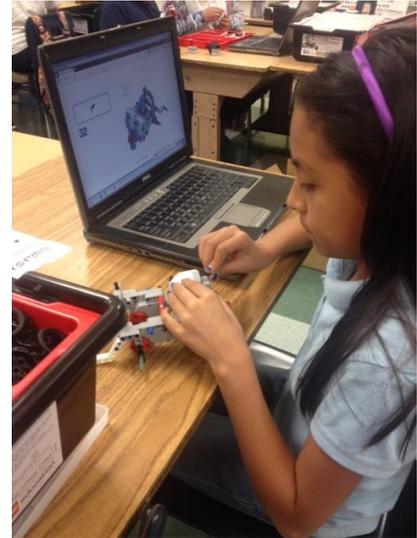
2/29 – 4/8: 7 weeks (2 days/week)      2 hours  
Ages: 7-12

4/25 -6/10: 7 weeks (2 days/week)      2 hours  
Ages: 7-12

**Silk Screening**

*Students participating in Silk Screening activities will have the opportunity to create their own design and silk screen on different materials. Silk Screening provides participants an opportunity to learn a skill that may help them with a job or career.  
\$60 for 7 weeks*

2/29 – 4/8: 7 weeks (1 day/week)      1.5 hours  
Ages 11+



4/25 -6/10: 7 weeks (1 day/week) 1.5 hours  
 Ages: 11+

**Aerobics**

*A well-balanced and complete workout, this class will help participants improve their coordination, burn calories and boost cardiovascular health. A variety of music and routines will be used throughout the classes to keep participants engaged.*  
 \$50 for 7 weeks

2/29 – 4/8: 7 weeks (3 days/week) 1 hour

Ages: 15+

2/29 – 4/8: 7 weeks (3 days/week) 2 hours

Ages: 7+

4/25 -6/10: 7 weeks (3 days/week) 1 hour

Ages: 15+

4/25 -6/10: 7 weeks (3 days/week) 2 hours

Ages: 7+

**Spring Break**

*Recreational activities, visual arts, leadership, team-building, physical fitness and STEM activities to keep youth engaged in learning and the community over the Spring Break! (2 groups: ages 5-12 & 13 – 17) Our goal is to serve approximately 60 -80 youth over the Spring Break week. We would use this opportunity to highlight new and exciting activities to boost enrollment of future activities.*

No cost to residents.

3/21 – 3/28: 1 week M-F 8:00 – 4:00

**Summer Learning**

*Recreational activities, visual arts, leadership, team-building, physical fitness and STEM activities to keep youth engaged in learning and the community over the summer! Activities are dependent on youth interest. Our goal is to serve approximately 60 -80 youth over the Summer Break. Youth will participate in multiple activities ranging from sports, arts, science, technology, leadership, dance, and cooking. Youth will receive breakfast, a snack and lunch.*

\$60/week/participant \*pending funding

6/13 – 8/5 8:00 – 4:00





## **STAFF**

NVISION works in concert with local school personnel to assure continuity and success. Programs are led by carefully screened and trained staff that includes college students, community members and professionals with experience in special subject areas. Our staff members are one of our greatest strengths.

### **Our Leadership Staff**

**Chris Johnson (CEO)** - Prior to joining Woodcraft, for over 20 years Chris served in leadership positions for a variety of non-profits including, the volunteers and clients of the American Red Cross as their regional Executive Director. He started his professional career as an educator of middle school learning disabled youth and maintained a passion for education and youth.

**Celina Salinas (Director of Program Operations)** – For the last 4 years, Ms. Salinas has been overseeing a large scale afterschool program and understands the community’s diverse needs. She started her career working for Woodcraft Rangers as a Site Coordinator at one of our afterschool programs. Ms. Salinas oversees the implementation of both curriculum, compliance and quality.

### **Program Organizational Structure:**

Every Woodcraft Rangers program site benefits from a breadth of support that relieves school administration from the burden of oversight, management, and personnel that after-school services can create.

**Club leaders** work directly with children in a 20:1 student-to-adult (10:1 for Kindergarten) ratio, utilizing standardized schedules, protocols, and curricula.

**Site Coordinators** oversee programming at the site, supervise club leaders, file regular reports with school administration, and act a liaison between school administration and Woodcraft Rangers organizational staff.

The **Regional Program Manager** supervises Site Coordinators at multiple school sites in each of our coverage regions. They manage interschool events and competitions, staff placement, program budgets, data collection, and regular reporting to Woodcraft Rangers corporate office.

Service Cost and Budget Proposal:

Woodcraft Rangers has established a budget and cost estimate based on a minimum enrollment of participants. Based on projected expenses as detailed on the following page, the projected cost is \$171,089. \$122,520 of the total amount would be recovered through resident fees for various activities and the balance of \$48,569 would be paid by the City of Cudahy. Woodcraft Rangers would recover the cost by charging residents directly using Active Network software.

Cost may fluctuate depending on additions or omissions of programs. Refer to itemized financial proposal on the following page. If you have any questions regarding the financials, please contact our Director of Finance, Darlington Ahaiwe (213) 249-9293 ex 271

**Cudahy Park**

<b>Activity</b>	<b>Total Cost for 14 weeks of programming</b>	<b>Projected # of Participants</b>	<b>Cost per Participant per session (7 weeks)</b>	<b>Resident Cost per session (7 weeks)</b>	<b>Costs Recovered</b>	<b>Variance</b>
Guitar	\$ 3,675.81	40	\$46	\$60	\$ 4800	\$ 1,124.19
Dance	\$ 3,675.81	40	\$46	\$50	\$ 4000	\$ 324.19
Soccer	\$ 5,835.07	50	\$58	\$55	\$ 5500	\$ (335.07)
T-Ball	\$ 3,675.81	50	\$37	\$65	\$ 6500	\$ 2,824.19

**Clara Park**

<b>Activity</b>	<b>Total Cost for 14 weeks of programming</b>	<b>Projected # of Participants</b>	<b>Cost per Participant per session (7 weeks)</b>	<b>Resident Cost per session (7 weeks)</b>	<b>Costs Recovered</b>	<b>Variance</b>
Zumba	\$ 6,914.70	70	\$49	\$50	\$ 7000	\$ 85.30
Ballet	\$ 4,215.62	80	\$26	\$50	\$ 8000	\$ 3,784.38
Basketball	\$ 5,835.07	80	\$36	\$55	\$ 8800	\$ 2,964.93
Open Basketball Gym	\$ 16,297.19 (23 weeks)	70	\$78	50	\$ 10500	\$ (5,797.19)

**Lugo Park**

<b>Activity</b>	<b>Total Cost for 14 weeks of programming</b>	<b>Projected # of Participants</b>	<b>Cost per Participant per session (7 weeks)</b>	<b>Resident Cost per session (7 weeks)</b>	<b>Costs Recovered</b>	<b>Variance</b>
Boxing	\$ 13,341.06 (23 weeks)	80	\$83	\$50	\$ 12000	\$ (1,341.06)
Soccer	\$ 5,835.07	50	\$58	\$55	\$ 5500	\$ (335.07)
Teen Center	\$ 25,165.58 (23 weeks)	60	-	-	0	\$ (25,165.5)
Robotics	\$ 3,315.93	20	\$83	\$60	\$ 2400	\$ (915.93)
Silk Screening	\$ 2,236.30	20	\$56	\$60	\$ 2400	\$ 163.70
Aerobics	\$ 4,755.44	60	\$40	\$50	\$ 6000	\$ 1,244.56
Spring Break	\$ 6,657.64 (1 week)	60	-	-	0	\$ (6,657.64)
Computer Literacy	\$ 2,956.05	20	\$74	\$60	\$ 2400	\$ (556.05)
Summer	\$ 56,701.00 (8 weeks)	60	\$945.00	\$612	\$ 36720	\$ (19,981.00)

KEY WOODCRAFT RANGERS CONTACTS

**Ruben Longoria**

Director of Development

[rlongoria@woodcrafrangers.org](mailto:rlongoria@woodcrafrangers.org)

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Mobile: 213-479-0893

**Celina Salinas**

Director of Program Operations

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**Cesar Zaragoza**

Deputy Director of Program Operations

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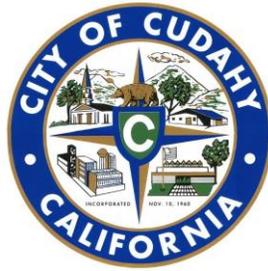
Office: 213-249-9293 ext. 240

**Darlington Ahaiwe**

Director of Finance

[dahaiwe@woodcrafrangers.org](mailto:dahaiwe@woodcrafrangers.org)

213-249-9293 Ext. 271



**AGREEMENT BETWEEN CITY OF CUDAHY AND  
WOODCRAFT RANGERS**

This AGREEMENT ("AGREEMENT") is made and entered into as of the last date executed below (the "Effective Date"), by and between the City of Cudahy, a municipal corporation ("CITY"), and Woodcraft Rangers, a California 501C(3) non-profit organization within the City of Los Angeles ("ORGANIZATION"). CITY and ORGANIZATION may be collectively referred to herein as ("PARTIES").

**RECITALS**

WHEREAS, the intent of this AGREEMENT is to set forth the terms and conditions under which PARTIES shall cooperatively implement the Woodcraft Rangers evening and weekend youth programs at CITY site ("PROPERTY"), as listed herein as Exhibit-A;

WHEREAS, ORGANIZATION shall provide high quality, affordable enrichment, recreation and sports opportunities for underserved youth while encouraging community and family involvement through the formation and management of youth programs in CITY at the PROPERTY ("PROGRAM");

WHEREAS, the PROGRAM will consist of evening and weekend classes, activities, and sports programs for youth, ages three through seventeen years old as described in Exhibit-B; and

WHEREAS PROGRAM shall be understood to collectively include the activities, actions, and requirements listed under the permitted uses and performance requirements described in this AGREEMENT.

**AGREEMENT**

**1. Use of Property.** In consideration of the anticipated benefits to the public, and the terms and conditions contained herein, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT, authority to use the PROPERTY for the implementation of the PROGRAM in coordination with CITY staff, as authorized under this AGREEMENT as the Permitted Uses ("PERMITTED USES") and set forth in the Permitted Uses sheet attached herein as Exhibit-B; and in compliance with the Performance Requirements ("PERFORMANCE REQUIREMENTS") attached hereto as Exhibit-C. Under the terms of this AGREEMENT, ORGANIZATION is obligated and agrees to be solely responsible for certain costs associated with the operation of the PROGRAM, also as set forth herein.

**2. Term.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be from Effective Date through August 31, 2016, unless earlier terminated in accordance with this AGREEMENT.

**3. Performance Review.** For the purpose of completing a performance review at the end of the TERM of this AGREEMENT, ORGANIZATION shall submit to CITY a performance or programmatic report ("PERFORMANCE REPORT") using the criteria attached hereto as Exhibit-D, which shall be incorporated herein by reference. City shall conduct such performance review and based on City's findings, shall determine if the City wishes to continue its collaborative relationship with the organization through its agreement. City shall not unreasonably withhold its determination. The Performance Review may include, but not be limited to, other matters requiring CITY's approval, such as compliance with the terms and conditions of this AGREEMENT, adequacy of ORGANIZATION's funding, ORGANIZATION's operation and maintenance of the PROPERTY, public's participation in ORGANIZATION's programs, and ORGANIZATION's cooperation with CITY staff. ORGANIZATION shall provide such additional information as CITY may reasonably request.

**4. Access to the Property.** ORGANIZATION and any authorized third party associated with ORGANIZATION's activities at the PROPERTY will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. If required for public safety, CITY may immediately suspend and/or terminate ORGANIZATION activities involving the PROPERTY. PARTIES will coordinate PROPERTY usage at no cost to the ORGANIZATION for use of the PROPERTY for the operation of evening and weekend classes, activities, and sports programs for youth as described in this AGREEMENT.

**5. Permitted Uses.** CITY grants to ORGANIZATION under this AGREEMENT temporary, limited use of the PROPERTY to operate the PROGRAM described in this AGREEMENT, in compliance with the PERFORMANCE REQUIREMENTS, attached hereto as Exhibit-C.

The use of the PROPERTY, as authorized by this AGREEMENT, shall specifically apply to the temporary, limited use of park facilities ("FACILITIES"), during specified days and hours as determined by mutual agreement. Such use shall include the use of respective restrooms/locker rooms, classrooms, and areas around the FACILITIES, as required for PROGRAM staging, training, ingress-egress, administration, security, and operation, subject to prior coordination with respective CITY staff.

a. PROPERTY may be used for meetings related to the operation and coordination of the PROGRAM.

b. No commercial activity will be allowed on the PROPERTY.

c. ORGANIZATION may seek to expand and/or change the scope of PERMITTED USES with CITY's prior written consent through an amendment to this AGREEMENT, subject to approval by the CITY Manager.

d. ORGANIZATION must ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian. The documentation of this written consent must be provided to the CITY prior to photographs being taken.

**6. Parking.** During the TERM of this AGREEMENT and during PROGRAM hours of operation, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PROPERTY, shall have the non-exclusive right without charge to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis, if parking spaces exist on the PROPERTY. Exclusive or designated parking shall not be allowed.

**7. Fees and Charges.** All services provided by ORGANIZATION will be covered by program fees to be charged to the participants and the City. Seventy two percent of the program cost will be charged to the participants, and twenty eight percent of the program costs will be charged to the CITY as detailed in Exhibit F. ORGANIZATION will register and accept payment for each participant. Program costs charged to the CITY pursuant to this AGREEMENT shall not exceed \$48,570

**8. Alterations, Improvements, and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY without prior written authorization by CITY. Should ORGANIZATION wish to propose certain capital improvements or physical changes to the PROPERTY, ORGANIZATION shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.

**9. Maintenance.**

**a. Maintenance by ORGANIZATION.** ORGANIZATION shall be responsible for the general upkeep and maintenance of the PROPERTY during its use, excepting those obligations set forth in paragraph 9.b. ORGANIZATION shall be solely responsible for the preparation of the FACILITIES. ORGANIZATION shall further be responsible for repairing damage (beyond normal wear and tear) to the PROPERTY, including the park facilities and any structures, that arises through use by ORGANIZATION. Throughout the term of the Agreement, ORGANIZATION shall maintain its personal property (e.g., portable equipment, storage units, etc.) in a manner agreed to by CITY. ORGANIZATION shall dispose of trash and litter after

each activity. If determined that it took place during hours of ORGANIZATIONS operations, ORGANIZATION shall also be responsible for any repair or maintenance necessitated by vandalism or graffiti at the PROPERTY during the season. ORGANIZATION shall provide written notice within five business days to CITY of any damage to the PROPERTY beyond normal wear and tear during the use of PROPERTY by ORGANIZATION.

**b. Maintenance by CITY.** CITY shall be responsible for regular park maintenance, including the general upkeep and operation of the PROPERTY. CITY shall not be responsible for repairs necessitated by ORGANIZATION's use. CITY shall also be responsible for major structural repairs and capital improvements, unless necessitated by damage (other than normal wear and tear) caused by ORGANIZATION's use.

**10. Security.** ORGANIZATION shall be responsible for taking adequate measures to ensure the protection, safety and security of ORGANIZATION program participants and invitees.

**11. Insurance.** Before occupying the PROPERTY under this AGREEMENT, ORGANIZATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT shall name the City of Cudahy and its boards, officers, agents and employees, assigns and successors-in-interest, as an additional insured for all required coverages, as applicable. ORGANIZATION will see that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY and shall include the types and minimum limits set forth in Exhibit-E, attached hereto and incorporated herein by reference. ORGANIZATION shall maintain "all risk" insurance to protect PARTIES "as loss payees as their interests may appear" against loss or damage to the improvements on the PROPERTY, including but not limited to perils such as fire, vandalism and malicious mischief.

a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. City may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance than in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.

b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION will provide CITY at least thirty (30) calendar days prior written notice of such intended election.

d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; ORGANIZATION agrees to reimburse CITY for all money so paid.

e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

**12. Indemnification.** Except for the active negligence or willful misconduct of CITY, ORGANIZATION undertakes and agrees to defend, indemnify and hold harmless CITY and all of its boards, officers, agents, employees, assigns and successors-in-interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to attorneys' fees and costs of litigation, for damage or liability of any nature whatsoever, for death or injury to any person, including ORGANIZATION's employees and agents, arising in any manner by reason of or incident to the performance of work under this AGREEMENT on the part of ORGANIZATION and/or any third party.

CITY may recover at law any and all claims and damages which may be due as a result of damage or destruction occurring on the PROPERTY because of ORGANIZATION's active negligence or willful misconduct. ORGANIZATION agrees that any third party working or providing services within the PROPERTY will indemnify and hold harmless CITY and its boards, officers, agents, invitees, employees, assigns, successors-in-interest, contractors and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of the ORGANIZATION, excepting the active negligence or willful misconduct of ORGANIZATION.

Except for the active negligence or willful misconduct of ORGANIZATION, CITY undertakes and agrees to defend, indemnify and hold harmless, ORGANIZATION, and all of their boards, officers, agents, employees, assigns and successors-in-interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to reasonable attorneys' fees and costs of litigation, for damage or liability of any nature whatsoever, for death or injury to any person, including CITY employees and agents, arising in any manner by reason of or incident to the performance of work under this Agreement on the part of CITY.

ORGANIZATION may recover at law any and all claims and damages which may be due as a result of damage or destruction occurring on the PREMISES because of CITY's active negligence or willful misconduct. CITY agrees that any third party working or providing services within the PREMISES will indemnify and hold harmless the ORGANIZATION, and their officers, agencies, invitees, employees, contractors and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of CITY, excepting the active negligence or willful misconduct of CITY.

**13. Casualty and Condemnation.** ORGANIZATION shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTY or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to ORGANIZATION's use. CITY shall not be obligated to restore PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

**14. Hazardous Substances.** PARTIES agree that PROPERTY shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use PROPERTY in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used on PROPERTY. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third party under applicable statute. No lead or oil based paint, paint thinner, varnishes, lacquers, and stain shall be brought onto or stored on the PROPERTY.

**15. Publicity.** PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION, shall appropriately acknowledge the contributions of both PARTIES. Further, PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES, including elected officials and public officials.

ORGANIZATION agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include CITY official logo and the following statement at the beginning or introduction of such release:

"In Collaboration with the City of Cudahy"

**16. Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the CITY. CITY may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved. On all signage at PROPERTY, ORGANIZATION shall include the official CITY logo and provide the following credit:

"In Collaboration with the City of Cudahy"

**17. Breach or Default by ORGANIZATION.** The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate the PROGRAM at the PROPERTY, as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

**18. Breach or Default by ORGANIZATION - CITY's Remedies.** Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

**a. Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PROPERTY within sixty (60) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.

**b. CITY's Right to Cure.** CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the PROPERTY and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

**19. Notices.** Any notice, request for consent, or statement ("Notice"), that CITY or ORGANIZATION is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or ORGANIZATION may designate a different address for any Notice by written statement to the other in accordance with the provisions of this Section. A Notice shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

To CITY: City of Cudahy  
Attn: City Manager  
5220 Santa Ana Street  
Cudahy, California 90201  
Tel.: (323) 773-5143

To ORGANIZATION: Woodcraft Rangers  
c/o Chris Johnson  
340 E. 2<sup>nd</sup> Street, Suite 200  
Los Angeles, CA 90012  
Tel.: (213) 249-9293

**20. Representations and Warranties.** PARTIES each represent and warrant to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of PARTIES, enforceable in accordance with its terms and conditions.

**21. Relationship of Parties.** CITY and ORGANIZATION agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein. CITY and ORGANIZATION are independent contractors.

**22. No Joint Venture or Agency Relationship.** Nothing herein contained shall be construed to place the parties to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have

authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

**23. Approval of Sub-agreements.** Any operations concession, such as the sale of food and/or beverages or other items, shall be subject to prior written approval by CITY. In addition, any concession or other sub-agreement affecting the PROPERTY shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date ORGANIZATION proposes to implement any sub- agreement. No sub-agreement shall take effect unless approved by CITY. ORGANIZATION shall require all individuals and entities intended to provide programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.

**24. Termination.** In addition to termination for an uncured breach or default, or if ORGANIZATION ceases to operate under this AGREEMENT, either CITY or ORGANIZATION may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice.

a. CITY reserves the right to terminate this AGREEMENT at its sole discretion, for convenience, emergency, or necessity. If CITY should elect to terminate this AGREEMENT, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment, and peacefully surrender the PROPERTY to CITY within sixty (60) calendar days of receiving written notice of termination.

b. The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION's grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in ORGANIZATION's purposes or function as contained in ORGANIZATION's grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by ORGANIZATION, as described herein; or (iv) the failure of ORGANIZATION to use the PROPERTY for any of the "Permitted Uses" or fails to comply with the agreed upon Performance Requirements, terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PROPERTY, or for reason beyond ORGANIZATION's control.

**IN WITNESS WHEREOF**, the parties execute this agreement in California. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**CITY OF CUDAHY**

BY: \_\_\_\_\_

Jose E. Pulido

\_\_\_\_\_

Date

City Manager

**WOODCRAFT RANGERS**

LOS ANGELES, a California 501C(3) non-profit organization

BY: 

2/2/2016  
Date

Title: CEO

**APPROVED AS TO FORM:**

OLIVAREZ MADRUGA, LLP  
CITY ATTORNEY

By: \_\_\_\_\_  
Isabel Birrueta

\_\_\_\_\_  
Date

**EXHIBIT-A**

**Property**

The PROPERTY listed below is mutually agreed upon by both PARTIES. Additional sites may be added, contingent upon the mutual agreement of PARTIES.

<b>Facility</b>	<b>Address</b>
Cudahy Park	5220 Santa Ana Street, Cudahy CA 90201
Clara Park	4835 Clara Street, Cudahy CA 90201
Lugo Park	7810 Otis Avenue, Cudahy CA 90201

**EXHIBIT-B  
Permitted Uses Sheet**

The PROPERTY shall be used for the operation of the PROGRAM, including but not limited to, public programs and services, recreational uses and functions, events, and other agreed upon uses related to or incidental to park and recreational purposes found at CITY facilities.

ORGANIZATION shall operate at the PROPERTY efficiently and economically, in coordination with CITY Staff.

PROGRAM shall consist of the following:

a. Cudahy Park Activities

1. Guitar (Acoustic) – Beginner Guitar (Guitar included): 7 Weeks (TTh), 6:00-7:30 p.m., Ages 7+; Intermediate Guitar (Guitar not included): 7 Weeks (TTh), 6:00-7:30 p.m., All Ages
2. Soccer - Soccer I: 7 Weeks (MWF), 4:00-6:00 p.m., Ages 5-11; Soccer II: 7 Weeks (MWF), 4:00-6:00 p.m., Ages 12-17
3. Dance (Hip Hop) – Hip Hop I: 7 Weeks (MW), 6:00-7:00 p.m., Ages 5-11; Hip Hop II: 7 Weeks (TTh), 6:00-7:00 p.m., Ages 12-17
4. Fundamental T-Ball – 7 Weeks (TTh), 5:30-6:30 p.m., Ages 3-5

b. Clara Park Activities

1. Zumba - 7 Weeks (M-F), 7:00-8:00 p.m., Ages 18+; 7 Weeks (M-F), 5:30-6:30 p.m., All Ages
  - i. \$30 for 15 sessions or \$60 for 35 sessions
2. Basketball – Basketball I: 7 Weeks (MWF), 4:00-6:00 p.m., Ages 5-11; Basketball II: 7 Weeks (MWF), 4:00-6:00 p.m., Ages 12-17
3. Ballet – Pre-Ballet: 7 Weeks (W), 5:00-5:45 p.m., Ages 3-5; Beginner Ballet: 7 Weeks (W), 6:00-7:00 p.m., Ages 5-7; Intermediate Ballet: 7 Weeks (Th), 6:00-7:00 p.m., Ages 7-11; Pre-Ballet: 7 Weeks (Sat), 11:00-11:45 a.m., Ages 3-5; Beginner Ballet: 7 Weeks (Sat), 12:00-1:00 p.m., Ages 5-7; Intermediate Ballet: 7 Weeks (Sat), 2:00-3:00 p.m., Ages 7-11
  - i. \$50 for 7 sessions

c. Lugo Park Activities

1. Boxing - 7 Weeks (M-F), 9:30-11:30 a.m., Ages 8+; 7 Weeks (M-F), 4:30-6:30 p.m., Ages 8+; 7 Weeks (M-F), 6:30-8:30 p.m., Ages 8+
  2. Soccer - Soccer I: 7 Weeks (MWF), 4:00-6:00 p.m., Ages 5-11; Soccer II: 7 Weeks (MWF), 4:00-6:00 p.m., Ages 12-17
  3. Robotics - 7 Weeks (TTh), 4:00-6:00 p.m., Ages 7-12
  4. Silk Screening - 7 Weeks (T), 6:00-7:30 p.m., Ages 11+
  5. Aerobics - 7 Weeks (T-Th), 7:00-8:00 p.m., Ages 15+; 7 Weeks (T-Th), 5:30-6:30 p.m., Ages 7+
    - i. \$30 for 14 sessions
  6. Computer Literacy – 7 weeks (2 days/week), 1.5 hours/day
- d. ORGANIZATION will manage the day to day operations of the Teen Center
- e. Spring Break Program: 1 Week (M-F), 8:00-4:00 p.m., 2 groups: Ages 5-12 & 13-17
1. Lugo Park: Recreational Activities, visual arts, leadership, team-building, physical fitness and STEM activities to keep youth engaged in learning over the Spring Break
- f. Eight-Week Summer Program
1. Summer Program @ Lugo Park - 7 Weeks, 8 Hours/Day, 60 participants, 4 staff

PARTIES will work collaboratively to provide youth programs at the PROPERTY. The following describes the use of PROPERTY for the PROGRAM authorized by this agreement:

- a. ORGANIZATION staff will provide site supervision;
- b. PARTIES will conduct community outreach, create and distribute flyers, conduct try-outs, create team rosters, league and practice schedules, and recruit coaches and team parents;
- c. ORGANIZATION will provide training for all supervisors for the purpose of ensuring quality and sustainable programs;
- d. CITY will register ORGANIZATION employees and/or volunteers working on this program. All staff and volunteers working this program must be registered as CITY volunteers and will not be able to engage in any program until cleared through CITY Human Resources by a background check (fingerprinting);

e. PARTIES will ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian. The documentation of this written consent must be provided to CITY prior to photographs being taken;

f. ORGANIZATION with assistance from CITY will develop operating plans and budgets for each PROPERTY;

g. ORGANIZATION will manage registration and collect payment;

h. ORGANIZATION will provide necessary equipment for practices and games.

**Exhibit-C**  
**Performance Requirements Sheet**

In addition to the terms and conditions of this AGREEMENT, authorized use of the PROPERTY shall also be performed, if applicable, in compliance with the following Performance Requirements.

The Term of this AGREEMENT shall be contingent upon ORGANIZATION completing the following Performance Requirements to the satisfaction of CITY, within the specified time and in the manner stipulated.

In case of any inconsistency or conflict between this Performance Requirements Sheet and the content of this AGREEMENT, the provisions of the AGREEMENT shall prevail. Omission of any requirement contained in the AGREEMENT from this Performance Requirements Sheet shall not relieve ORGANIZATION from any responsibility for compliance with such requirement(s).

**Performance Requirements:**

1. Promotion, Marketing: ORGANIZATION, with the support of CITY Staff, shall be responsible for the promotion of programming and the coordination of media events, marketing, advertising, and publicity.
2. Equipment: ORGANIZATION shall provide the equipment and supplies needed in a timely manner, as requested.
3. Abide by CITY rules and regulations while on site and working with CITY staff and volunteers.
4. Photos and Filming: ORGANIZATION shall ensure that no photographs or filming of any individuals, including minors, or depiction of their likeness is included in any publication without obtaining prior written consent from the individual or the minor's parent or legal guardian. The documentation of this written consent must be provided to the CITY Staff prior to photographs being taken and/or filming conducted.
5. Insurance: ORGANIZATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California.

**EXHIBIT-D**  
**Performance Report**

Please complete the following Performance Report and provide to a CITY representative designated under this AGREEMENT.

Pursuant to Section 3 of this AGREEMENT (Performance Reviews), the completed Performance Report must be submitted to CITY prior to the end of the TERM of the AGREEMENT.

The Performance Report must cover all the information requested below.

Organization Information:

- On a monthly average, how many staff worked for your organization and in what capacity?
- How many volunteers served and in what capacity?
- Among those on staff, how many are licensed or certified and in what field?
- How many volunteers or staff are residents of the community served?

Program/Service Information:

- What are your goals and objectives for this collaborative relationship?
- How much progress was made on your goals and objectives?
- Were there any changes to the scope of work or plans, and if so, what changed?
- What geographic community is being served and what segment of the community is being served (age group, gender, specially challenged, etc...)?
- What efforts are being taken to maximize the PROGRAM experience to as many people as possible at this site?
- How do you gauge public satisfaction with the program or services offered?

Outreach to the Community:

- What outreach efforts did you implement to advertise, publicize, and/or provide information to the community to attract participation? Attach samples or copies.
- Among the outreach methods implemented, which was the most effective?

- Was any information obtained from the community that presented reasons for non-participation or participation difficulties, and if so, what efforts were made in response to improve the situation and stimulate participation?
- Attached Annual calendar of events for upcoming year.

Financial Data:

- Attach your annual operating budget and actual revenue/expenditures for the program or for the most recent full fiscal year including the program. Explain any deviations in revenue and expenditures between budget and actual.

**EXHIBIT-E**  
**Insurance Requirements**

Insurance Requirements and Limits as follows:

1. Workers' Compensation - \$1,000,000 Limit
2. General Liability - \$1,000,000 Limit
3. Automobile Liability - \$1,000,000 Limit
4. Property Insurance (All Risk Coverage) - \$1,000,000 Limit

**EXHIBIT-F**  
**Program Fee Structure**

**Cudahy Park**

Activity	Total Cost for 14 weeks of programming	Projected # of Participants	Cost per Participant per session (7 weeks)	Resident Cost per session (7 weeks)	Costs Recovered	Variance
Guitar	\$ 3,675.81	40	\$46	\$60	\$ 4800	\$ 1,124.19
Dance	\$ 3,675.81	40	\$46	\$50	\$ 4000	\$ 324.19
Soccer	\$ 5,835.07	50	\$58	\$55	\$ 5500	\$ (335.07)
T-Ball	\$ 3,675.81	50	\$37	\$65	\$ 6500	\$ 2,824.19

**Clara Park**

Activity	Total Cost for 14 weeks of programming	Projected # of Participants	Cost per Participant per session (7 weeks)	Resident Cost per session (7 weeks)	Costs Recovered	Variance
Zumba	\$ 6,914.70	70	\$49	\$50	\$ 7000	\$ 85.30
Ballet	\$ 4,215.62	80	\$26	\$50	\$ 8000	\$ 3,784.38
Basketball	\$ 5,835.07	80	\$36	\$55	\$ 8800	\$ 2,964.93
Open Basketball Gym	\$ 16,297.19 (23 weeks)	70	\$78	50	\$ 10500	\$ (5,797.19)

**Lugo Park**

Activity	Total Cost for 14 weeks of programming	Projected # of Participants	Cost per Participant per session (7 weeks)	Resident Cost per session (7 weeks)	Costs Recovered	Variance
Boxing	\$ 13,341.06 (23 weeks)	80	\$83	\$50	\$ 12000	\$ (1,341.06)
Soccer	\$ 5,835.07	50	\$58	\$55	\$ 5500	\$ (335.07)
Teen Center	\$ 25,165.58 (23 weeks)	60	-	-	0	\$ (25,165.5)
Robotics	\$ 3,315.93	20	\$83	\$60	\$ 2400	\$ (915.93)
Silk Screening	\$ 2,236.30	20	\$56	\$60	\$ 2400	\$ 163.70
Aerobics	\$ 4,755.44	60	\$40	\$50	\$ 6000	\$ 1,244.56
Spring Break	\$ 6,657.64 (1 week)	60	-	-	0	\$ (6,657.64)
Computer Literacy	\$ 2,956.05	20	\$74	\$60	\$ 2400	\$ (556.05)
Summer	\$ 56,701.00 (8 weeks)	60	\$945.00	\$612	\$ 36720	\$ (19,981.00)

**Invoicing**

The City of Cudahy shall pay to Woodcraft Rangers an amount not to exceed \$48,570, 28% of program cost, for the complete and satisfactory performance of the terms of this Agreement. The following compensation is based on funds owned by the City of Cudahy and will be issued to Woodcraft Rangers in 5 payments, payable each month, with funding schedule as follows:

- i. Month 1: 30% of \$48,570
- ii. Month 2: 20% of \$48,570
- iii. Month 3: 20% of \$48,570
- iv. Month 4: 15% of \$48,570
- v. Month 5: 15% of \$48,570

Woodcraft Rangers shall submit monthly, lined item, expenditure reports to the city. In the event that program performance/cost are less than the budgeted total program cost of \$171,089. Woodcraft Rangers will be responsible of remitting the difference in reimbursable program cost by the city to the City of Cudahy.

**Theoretical Cost to City**  
(if City were to provide services)

Park	Activity	Total Cost for 14 weeks of programming	Participant Costs Recovered - To City	Costs	Variance
Cudahy	Guitar	\$3,675.81		\$735	(\$2,941)
Cudahy	Dance	\$3,675.81		\$735	(\$2,941)
Cudahy	Soccer	\$5,835.07		\$1,167	(\$4,668)
Cudahy	T-Ball	\$3,675.81		\$735	(\$2,941)
Clara	Zumba	\$6,914.70		\$1,383	(\$5,532)
Clara	Ballet	\$4,215.62		\$843	(\$3,372)
Clara	Basketball	\$5,835.07		\$1,167	(\$4,668)
Clara	Open Basketball Gym	\$16,297.19		\$3,259	(\$13,038)
Lugo	Boxing	\$13,341.06		\$2,668	(\$10,673)
Lugo	Soccer	\$5,835.07		\$1,167	(\$4,668)
Lugo	Recreation / Teen Center	\$25,165.58		\$5,033	(\$20,132)
Lugo	Robotics	\$3,315.93		\$663	(\$2,653)
Lugo	Silk Screening	\$2,236.30		\$447	(\$1,789)
Lugo	Aerobics	\$4,755.44		\$951	(\$3,804)
Lugo	Spring Break Program	\$6,657.64		\$1,332	(\$5,326)
Lugo	Computer Literacy	\$2,956.05		\$591	(\$2,365)
	Summer Program	\$56,701		\$11,340	(\$45,361)
		\$171,089.15		\$34,218	(\$136,871)





# Item Number 10H

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## STAFF REPORT

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**Date:** February 8, 2016  
**To:** Honorable Mayor/Chair and City Council/Agency Members  
**From:** Jose E. Pulido, City Manager/Executive Director  
By: Jennifer Hernandez, Acting Human Resources Specialist  
**Subject:** **Approval of a Second Amendment to the Professional Services Agreement (PSA) with HR Dynamics & Performance Management for Human Resources Consulting Services**

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### **RECOMMENDATION**

The City Council is requested to approve the Second Amendment to the Professional Service Agreement (PSA) and scope of work with HR Dynamics & Performance Management for human resources consulting services.

### **BACKGROUND**

1. On February 2, 2015, the Council approved the Professional Services Agreement (PSA) with HR Dynamics & Performance Management to provide human resources consulting services.
2. On June 8, 2015, the First Amendment to this PSA, modifying and clarifying the scope of work, was approved by the City Council.

### **ANALYSIS**

Over the past 10 months, City staff have been working diligently alongside a seasoned human resources consultant who continues to successfully provide guidance as well as independent work related to various projects and high level, regulatory human resources issues / matters (e.g., Audit Compliance, Human Resources Assessment; Classification and Compensation Projects; Recruitments for Key Positions and Labor Relations Matters). It is very important to the City that it have an experienced human resources consultant be available to the City

Manager and staff for these critical functions until the City is able to close out existing high level projects, as outlined in the attached *Human Resources Consulting Scope of Services* (Attachment B), needed to improve the sustainability and efficiency of the City's Personnel Department. The attached Scope of Services clearly delineates the timeline for completion of identified projects, and highlights the numerous accomplishments to date.

The original PSA was approved for \$72,960.00, which was exhausted in August of 2015. Subsequently an additional appropriation of \$50,000 was approved by the City Council in the FY 2015-2016 City Budget. Consistent with Section 5.1B of the agreement<sup>1</sup>, the consultant was authorized to continue to provide services to the City. To date, the City has incurred an additional \$21,875.95 in costs above the original PSA amount, but has stayed within the additional \$50,000 2015-16 City Budget appropriation with a remaining available balance of \$12,400.78. Overall, costs incurred by the City of Cudahy to date for Human Resources consulting services are \$94,835.95, however, the list of accomplishments included in the attached Scope of Services are very comprehensive and thorough

### **CONCLUSION**

City Council approval of the Second Amendment to the HR Dynamics & Performance Management PSA for human resources consulting services will continue the current work underway by assisting the City Manager in assessing, and rebuilding the Human Resources Department into a best practices department.

### **FINANCIAL IMPACT**

To date, the City has incurred an additional \$21,875.95 in costs above the original agreement amount of \$72,960, resulting in a total incurred cost of \$94,835.95. This additional cost is currently budgeted within the FY 2015-16 City Budget for Human Resources Consulting services, which was budgeted at \$50,000. Previous costs were absorbed by a \$65,000 one-time budget appropriation in the FY 2014-15 City Budget.

An additional \$59,280 in funding is being requested in order to complete several high level HR matters by the end of FY 2015-16, consistent with the attached Scope of Services

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<sup>1</sup> "... In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Director and the City Manager of the City and unless such added expenditure is specifically approved in advance and in writing by the City."

**ATTACHMENTS**

- A. Second Amendment to Professional Service Agreement with HR Dynamics & Performance Management – 2016
- B. Human Resources Consulting Scope of Services
- C. First Amendment to Professional Service Agreement with HR Dynamics & Performance Management – 2015
- D. Professional Service Agreement with HR Dynamics & Performance Management - 2015



**SECOND AMENDMENT  
TO AGREEMENT FOR TEMPORARY PROFESSIONAL SERVICES  
(Engagement: Temporary Human Resources Services)  
(Parties: HR Dynamics and the City of Cudahy)**

THIS FIRST AMENDMENT TO TEMPORARY PROFESSIONAL SERVICES AGREEMENT (the "Agreement") to that certain document entitled "Temporary Professional Services" (the "Master Agreement") executed as of February 2, 2015, by and between the City of Cudahy, a municipal corporation (hereinafter, "City") and HR Dynamics & Performance Management (hereinafter, "CONSULTANT") is made and entered into this 11<sup>th</sup> day of January 2016. For the purposes of this Agreement, City and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or CONSULTANT interchangeably.

**RECITALS**

WHEREAS, on or about February 2, 2015, the Parties executed and entered into the Master Agreement which is attached hereto as Exhibit "A"; and

WHEREAS, on or about June 8, 2015, the City amended the Master Agreement in its entirety and replaced its language with the First Amendment; and

WHEREAS, the City desires to amend the First Amendment in its entirety and replace its language with this Second Amendment; and

WHEREAS, CONSULTANT has the necessary training, experience and competence to perform specialized consulting services requested by City; and

WHEREAS, selection of the CONSULTANT is expected to achieve the desired results in an expedited fashion; and

WHEREAS, CONSULTANT has submitted a proposal to City and has affirmed its willingness and ability to perform such work; and

WHEREAS, City has the authority to retain the services of CONSULTANT; and

WHEREAS, the execution of this Second Amendment was approved by the Cudahy City Council at its Regular Meeting of January 11, 2016.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**AGREEMENT**

1. Retention of Consultant. City retains CONSULTANT to perform, and CONSULTANT agrees to render, those services and tasks set forth in Exhibit “A” (hereinafter “the Services”).

2. Standard of Performance. While performing the Services, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT’s profession, and shall use reasonable diligence and best judgment while exercising professional skill and expertise.

3. Term. This Agreement shall have a limited term commencing from January 11, 2016 and ending on June 30, 2016, unless terminated as provided elsewhere in this Agreement (hereinafter, the “Term”). Upon the conclusion of the Term, this Agreement may renew for up to two (2) three month extension terms, upon approval from City Council, unless City issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). Nothing in the foregoing sentence shall operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement prior to the expiration of the initial Term or any extension term.

4. Personnel. CONSULTANT may utilize Henry T. Garcia, co-consultant, to perform portions of the Services. Mr. Garcia shall remain assigned through completion of the Services unless otherwise mutually agreed by the parties in writing, in which case any substitutes shall be subject to City approval.

5. Contact. Jose Pulido, City Manager, shall be CONSULTANT’s contact with respect to the Services performed pursuant to this Agreement unless an alternative contact is otherwise designated in writing to CONSULTANT by City.

6. Compensation/Reimbursement.

A. CONSULTANT shall perform all of the various services and tasks that comprise the Work in accordance with Exhibit “A.” CONSULTANT shall be billed out at an hourly rate of NINETY FIVE DOLLARS PER HOUR (\$95.00/hour) (hereinafter “Hourly Rate”).

B. Notwithstanding section 6.A, above, CONSULTANT’s total compensation for the Services under this Agreement may not exceed the sum of ONE HUNDRED FIFTY FOUR THOUSAND ONE HUNDRED SIXTEEN DOLLARS (\$154,116.00) (hereinafter, the “Contract Price”). In no event shall the total compensation and costs payable to CONSULTANT under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the

Finance Director-Treasurer and the City Manager of the City and unless such added expenditure is specifically approved in advance and in writing by the City.

- C. City shall pay CONSULTANT at the Hourly Rate as CONSULTANT performs the various services and tasks that make up the Work. CONSULTANT shall submit to City a monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by CONSULTANT and its various employees. The statement shall describe the specific tasks performed. City shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- D. REIMBURSEMENT. City recognizes that CONSULTANT may incur certain expenses of a non-personal nature in the performance of Consultant's duties under this Agreement. City agrees to reimburse or to pay for an amount not to exceed FIVE HUNDRED DOLLARS (\$500.00) per month for such business expenses that are incurred by CONSULTANT in the performance of CONSULTANT's duties in accordance with City's expense reimbursement procedures, as the same may be updated and/or amended from time to time by the City Council.

7. Independent Contractor. CONSULTANT and co-consultant shall at all times during their performance of the services retain their status as independent contractor. City retains CONSULTANT on an independent contractor basis and CONSULTANT is not an employee of City. Any additional personnel, including co-consultant mentioned herein, performing the Services governed by this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANTs exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security, taxes, income tax withholding, unemployment insurance and workers' compensation insurance. CONSULTANT shall be responsible for scheduling hours of work by its personnel, including co-consultant, as well as the following:

- Control and responsibility for the conduct of CONSULTANT's personnel/employees and how and when Services are performed;
- Determining when and the amounts CONSULTANT's personnel will be paid; Payment of any overtime, vacation pay, sick pay, employee benefits (including but not limited to health insurance, life insurance, disability insurance, unemployment and workers compensation insurance).
- Evaluation of CONSULTANT's personnel
- Providing anything needed to perform the Services;

- CONSULTANT shall provide any required instruction to its personnel as to how the Services are performed;
- CONSULTANT shall be responsible for its expenses and expenses of its personnel except as otherwise specified in this Agreement;
- CONSULTANT shall be free to contract for similar services with other clients;
- CONSULTANT bears all risk of profit or loss;
- CONSULTANT shall be responsible for any investment required to provide the Services; and
- CONSULTANT shall have its own office or facilities (if needed), its own vehicles and handle its own billing and bookkeeping.

8. Indemnification. City shall indemnify and hold CONSULTANT and co-consultant harmless, including providing for adequate representation, from and against any and all alleged claims, damages, liabilities, costs and expenses, as well as reasonable attorneys' fees and other legal or other costs and expenses which may be suffered or incurred by CONSULTANT and/or co-consultant arising from an adverse action taken by an employee or member of the City Council against one or more employees or CONSULTANT as a result of CONSULTANT or co-consultant's work, unless such claims, damages, liabilities, costs as expenses are a result of CONSULTANT's or co-consultant's gross negligence or willful misconduct.

To the extent permitted by law, CONSULTANT will defend and hold City and its directors, officers, agents, representatives, and employees (collectively "Indemnitees") harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CONSULTANT or CONSULTANT's officers, employees, or authorized agents' breach of this Agreement; its failure to discharge its material duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of CONSULTANT or CONSULTANT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

9. Insurance. CONSULTANT agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under the Agreement) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of the various services, functions, duties and tasks set forth under the Agreement as described below. Throughout the term of the Agreement, CONSULTANT shall procure and maintain the following policies of insurance:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars

(\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

10. Confidentiality. All memoranda, contracts, complaints, documentation, written information, and other materials provided to, or prepared by, CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shared exclusively with City as deemed appropriate by City.

11. Termination. CONSULTANT may not terminate this Agreement except upon 30 days' written notice to City. This Agreement may be terminated by City without cause, upon 30 days' written notice to CONSULTANT. In the event of termination, CONSULTANT shall be entitled to receive compensation during the thirty (30) day notice period at the rates set forth in this Agreement but not thereafter.

In the event of breach of the Agreement by CONSULTANT, City may terminate the Agreement immediately by written notice to CONSULTANT; may reduce payment to the CONSULTANT in the amount necessary to offset City's resulting damages; and may pursue any other legally available remedies. In said event, CONSULTANT shall be entitled to the reasonable value of its services, at the rates set forth in this Agreement, performed up to the day it received City's Notice of Termination, minus any offset from such payment representing City's damages from such breach. Failure of CONSULTANT to provide City reports and other written material, which meets or exceeds reasonable professional standards, shall cause damages which are unascertainable at the inception hereof, entitling City to offset any payments due on the Agreement in the form of liquidated damages and not as a penalty. City reserves the right to delay any post-termination payment until completion of any partially-completed Services or correction of any substandard Services, as may be determined in City's sole discretion, so as to permit a full and complete accounting of costs.

12. Ownership of Documents. All reports and other contract deliverables prepared under this Agreement by CONSULTANT shall be and remain the property of City upon City's compensation of CONSULTANT for the Services as herein provided. CONSULTANT shall not release to others information furnished by City without prior approval of City.

13. Notices. Services of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

**City's Notice Address**

City of Cudahy  
Attn: Jose E. Pulido, City Manager  
5220 Santa Ana Street  
Cudahy, CA 90201

**CONSULTANT**

Rhonda D. Strout-Garcia  
HR Dynamics & Performance Management, Inc.  
461 Green Orchard Place  
Riverside, CA 92506

14. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of CONSULTANT each represent and warrant that they have the legal power, right and actual authority to bind CONSULTANT to the terms and conditions hereof and thereof.

15. Construction of Agreement: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

16. Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17. Amendment; Modification: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

18. Captions: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19. Inconsistencies or Conflicts: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

20. Entire Agreement: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this

**Attachment A**

Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 17, above.

21. Counterparts: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 17, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by City.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, City and CONSULTANT have caused this Agreement to be duly executed on the day and year first above written.

**CITY OF CUDHAY**

**CONSULTANT: HR DYNAMICS**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**EXHIBIT "A"**

**(See the attached Scope of Work)**

**EXHIBIT “A”**

**SCOPE OF WORK**

**HUMAN RESOURCES CONSULTING**

**SCOPE OF SERVICES**

- 1) Conduct a comprehensive review and assessment of the status of the City's Human Resources function; collect data; evaluate findings and make recommendations consistent with industry best practices in the following areas including, but not limited to:
  - Appropriate staffing levels.
  - Appropriate systems and use of technology.
  - Record keeping methods.
  - Customer service and client department satisfaction.
  - City's training and development programs.
  - City's recruitment and selection programs.
  - City's employee and labor relations programs.
- 1.
- 2) Conduct a comprehensive review of the City's classification/compensation and fringe benefit provisions, including the following:
  - Review all applicable Resolutions, MOU's, and personnel rules.
  - Consolidate all applicable salary and benefit provisions into a comprehensive Fringe Benefits and Salary Plan document.
  - Conduct job analyses for all City positions, and prepare current and relevant job descriptions.
  - Recommend an organizational structure/staffing plan to address current needs.  
Identify the City's labor market (comparable agencies) and compensation philosophy.
  - Conduct a salary and benefits survey with comparable agencies.
- 3) Review and recommend cost effective strategies to the City's employee benefit programs.

- 4) Conduct a comprehensive review of the City's labor agreements and personnel rules, and provide recommendations to the City Manager for labor negotiations.  
2.
- 5) Perform a full analysis and update of the City's personnel rules.  
3.
- 6) Provide advisement to the City Manager and the Acting Human Resources Specialist regarding handling of various complex Human Resources matters.
- 7) Provide advisement to the City related to compliance with various audit findings, including strategies and solutions.  
4.
- 8) Develop a formal complaint process for the City, including applicable forms and tracking system.  
5.

### **METHODOLOGY**

The Consultant shall develop a timeline for the independent completion of all defined tasks, to be completed in 18 months. The Consultant shall meet with staff at prescribed times initiated by the Consultant, as needed for the purposes of conducting various interviews and collecting data in order to evaluate the Human Resources function including files, reports, official documents, policies, practices, etc.

Data collected will be used to compare against best practices and in order to make recommendations to the City for future consideration and implementation.

### **DELIVERABLES**

The following products shall be delivered to the City:

- 1) New Job Descriptions
- 2) Salary/Benefit Survey
- 3) HR Assessment/Best Practices
- 4) Fringe Benefit and Salary Plan Document
- 5) Updated Personnel Rules
- 6) Organizational Chart
- 7) Labor Agreement Recommendations/Reforms
- 8) Complaint Process System



**CITY OF CUDAHY  
HUMAN RESOURCES CONSULTING**

**SCOPE OF SERVICES**

<b>Key:</b>
Completed Tasks
January – June 2016 Tasks
July – December 2016 Tasks
January – December 2016 Tasks

<b>Tasks</b>	<b>Timeline</b>	<b>Hours</b>
<b><i>Task #1 - Conduct a Comprehensive Review and Assessment of the Status of the City's Human Resources Function; Collect Data; Evaluate Findings and Make Recommendations Consistent with Industry Best Practices in the following Areas including, but not limited to 1) Appropriate staffing levels; 2) Appropriate systems and use of technology; 3) Record keeping methods; 4) Customer service and client department satisfaction; 5) City's training and development programs, 6) City's recruitment and selection programs; and 7) City's employee and labor relations programs. <u>Recommend and implement solutions based on immediate needs.</u></i></b>		
1. Review and assess the City's Human Resources function; collect data; make observations; review and establish compliant personnel files; review systems, records and materials; discuss systems and processes with staff.	1/1/16 – 12/30/16	40
2. Obtain feedback regarding HR services and employee/departmental satisfaction level during job analysis interviews; compile results.	3/21/16 – 12/30/16	20
3. Compare City's practices to "best practices" checklist; determine areas of compliance/non-compliance, and areas for future programmatic and/or professional enhancements.	7/1/16 – 12/30/16	60
4. Prepare summary report with recommendations, and timeline for implementation based on level of priority, including both short term and long term goals.	11/1/16 – 11/30/16	20
5. Reviewed 2015/16 HR Budget and made recommendations to City Manager.	Completed	
6. Developed "New Hire Checklist" and "New Hire Packet/Forms" due to immediate need and for compliance purposes.	Completed	
7. Reviewed labor poster compliance.	Completed	
8. Prepared "Offer Letter" for use in hiring process.	Completed	

9. Prepared "Exit Checklist" for employee separations.	Completed	
10. Recommended activities for "Administrative Professionals Day" recognition.	Completed	
11. Recommended activities for "National Customer Service Week."	Completed	
12. Developed a City-wide Customer Service Policy.	Completed	
13. Facilitated the selection of an outside trainer to conduct City-wide Customer Service Training; implemented Phases I & II.	Completed	
14. Revised/updated the City Employment Application ("Ban the Box" for legal compliance).	Completed	
15. Developed disciplinary templates for all stages of progressive discipline (warning through Skelly letter).	Completed	
16. Prepared Post-Employment Offer Drug Testing Analysis Form.	Completed	
17. Review potential time-keeping options for the City.	7/1/16 – 12/30/16	30
18. Identified various HR professional development opportunities/resources for staff.	Completed	
19. Verified I-9 Form compliance for staff and elected officials.	Completed	
20. Prepared a "Recruitment Plan" template.	Completed	
21. Provided sample interview questions and "Rating Sheet" Templates with scoring guidelines.	Completed	
22. Prepared Job Announcement Template.	Completed	
23. Assist in the review and development of language and structure for the City website – HR page.	7/1/16 – 12/30/16	30
<b><i>Estimated Total Hours Remaining</i></b>	<b>200</b>	

Tasks	Timeline	Hours
<b>Task #2A - Conduct a Comprehensive Review of the City's Classification/ Compensation and Fringe Benefit Provisions.</b>		
1. Review all applicable Resolutions, MOU's and personnel rules.	Completed	
2. Reconciled multiple salary schedules for prior years and created accurate salary grade tables and salary schedules for all job classifications; interpreted MOU language intent and agreement; coordinated with MEA for resolution of prior increases and finalized schedules.	Completed	
3. Assisted City Manager with reorganization of City staff and structure through the budget process, and implemented further changes to the City's new Fringe Benefit and Salary Plan to reflect new titles and deletion of obsolete titles; included incentive plan for management as an optional tool.	Completed	
4. Consolidated all applicable salary and benefit provisions into a comprehensive Fringe Benefits and Salary Plan Document and obtained City Council approval.	Completed	
5. Researched prior resolutions, Council audio tapes and minutes to determine intent and formal actions taken related to salary and benefits for elected officials; prepared new Resolution to clarify and resolve pending issues including the matter of PERS Medical Vesting and Retiree benefits for elected officials.	Completed	
6. Conduct project planning meeting with Cudahy's Management Team to further review scope of work and approve consultant time-line.	1/11/16 – 1/15/16	2
7. Receive City's current job descriptions in electronic format in order to create customized individual job analysis questionnaires for employee and supervisory completion related to job content.	Reconciliation process found that the City had few existing job descriptions requiring an additional step. See #8 below.	
8. Obtain job descriptions from other agencies in Electronic and/or hard copy; format and/or type job descriptions into standardized template for use as a baseline in conducting next steps of the study.	In Progress 1/11/16 – 1/29/16	48
9. Create customized individual job analysis questionnaires for employee and supervisory completion related to job content.	2/1/16 – 2/12/16	16
10. Notify Municipal Employee Association (MEA) of Study Process; meet with MEA as requested.	2/16/16 – 2/19/16	4
11. Conduct orientation session(s) with employees and supervisors to overview the process and methodology, and to disseminate questionnaires; respond to questions and inquiries from employees and provide guidance.	2/22/16 – 2/26/16	4

12. Employees to complete questionnaires, and supervisors/department heads to review and comment prior to submittal to consultant.	2/29/16 – 3/11/16	N/A
13. Receive and review employee completed questionnaires; prepare specific follow-up questions for job analysis interviews with incumbents based on questionnaires.	3/14/16 – 3/18/16	10
14. Conduct individual interviews for full-time employees (one hour each), and group interviews for each classification for part-time employees (one hour each session).	3/21/16 – 3/25/16	30
15. Review and evaluate job analysis questionnaires and interview notes; analyze for knowledge, skill, ability, education and experience relevance, hierarchical consistency, conformity with ADA language relative to essential job functions (including physical requirements) and FLSA designation (exempt versus non-exempt); develop classification recommendations (new, delete, title change, and/or reclassify).	3/28/16 – 4/15/16	40
16. Discuss and finalize job description format with City; develop new “draft” job descriptions and job series as appropriate for all classes included in the study to uniformly reflect the essential functions; prepare class specifications to include definitions, purpose, distinguishing characteristics, supervision received and exercised, working conditions, FLSA status, position duties and special requirements including licensing and certification requirements; recommend job series to provide career ladders based on differentiation including experience, knowledge, duties and certifications achieved.	4/18/16 – 5/13/16	80
17. Meet with City’s Management Team to review proposed changes to the Classification Plan and employee allocation recommendations; provide feedback regarding reporting relationships and structure; implement feedback received; present final plan.	5/16/16 – 5/20/16	8
18. Coordinate and facilitate feedback to employees on Job Analysis/ Classification Study results and recommendations; address employee concerns; finalize job descriptions and submit in electronic format; finalize employee allocations, recommendations and Classification Plan.	5/23/16 – 5/27/16	16
19. Meet with Municipal Employee Association (MEA) to share Classification Study Results, including employee allocations, new classes, and obsolete classes for deletion from the Classification Plan.	5/30/16 – 6/3/16	4
20. Provide coaching and mentoring to HR staff in performing the Classification Study/Job Analysis Process.	1/4/16 – 6/10/16	Included
<b><i>Estimated Total Hours Remaining</i></b>	<b>262</b>	

<b>Tasks</b>	<b>Timeline</b>	<b>Hours</b>
<b>Task #2B – Conduct a Salary and Benefits Survey with Comparable Agencies.</b>		
1. Collect data relative to current comparable agencies; consider local labor market, geographic area, and comparable size and services; discuss with Cudahy’s management team and finalize list. Survey to include 8-10 comparable agencies.	Completed	
2. Discuss the organization’s compensation philosophy with Cudahy’s City Council; discuss recruitment and retention issues; determine whether agency desires a competitive position of “lead, lag or match.”	7/4/16 – 7/8/16	8
3. Develop survey instrument and job summary descriptions based on the new/proposed job descriptions for designated classes. Salary survey shall include benchmark classes and/or up to 25 job classes.	7/4/16 – 7/8/16	12
4. Contact established comparison agencies to obtain support for salary survey participation, and identify key contact person, compensation plan data and/or website information.	Completed	
5. Conduct salary survey; distribute survey by mail, fax, and/or email, as appropriate.	7/11/16 – 7/12/16	12
6. Conduct follow-up with comparison agencies to obtain requested data and to ensure comparability of job matches; extract data from documentation provided by agencies as required.	7/25/16 – 7/29/16	20
7. Compile and analyze salary survey data and compute market averages based on comparing monthly maximum base salary.	8/1/16 – 8/5/16	20
8. Compare salary structure to the market averages; prepare salary survey report and summary overview describing results.	8/8/16 – 8/12/16	20
9. Develop recommended salary adjustments to benchmark classes (and related classes) based on survey results and internal salary relationships taking into consideration structural changes needed for internal alignment, and desired market positioning for competitiveness.	8/15/16 – 9/02/16	40
10. Prepare and present preliminary report to City’s Management Team; receive feedback and make necessary adjustments.	9/5/16 – 9/9/16	12
11. Prepare and present final report to employee groups, City Council, and others as determined by City Manager.	9/12/16 – 9/16/16	12
12. Provide coaching and mentoring to staff in conducting Salary Surveys and preparing/recommending salary structures.	7/1/16 – 9/16/16	Included
<b>Estimated Total Hours Remaining</b>	<b>156</b>	

<b>Tasks</b>	<b>Timeline</b>	<b>Hours</b>
<b>Task #3 – Review and Recommend Cost Effective Strategies to the City’s Employee Benefit Programs.</b>		
1. Evaluate employee benefit programs and work with City staff in the transition to a new benefits provider to achieve cost-savings.	Completed	
2. Assist with the City’s Labor Negotiations with the Municipal Employee Association (MEA) in the implementation/negotiation of new plans.	Completed	
3. Participated in the review of the City’s Risk Management Program and the analysis of proposals; participated in the recommendation to change providers and assisted staff in the transition to Keenan & Associates to provide Workers’ Compensation, Safety, and General Liability programs providing the City with cost-savings and enhanced services.	Completed	
4. Provide on-going staff assistance and advisement related to Benefit programs including Workers’ Compensation, Safety and General Liability programs; Training, Record keeping and specific employee cases.	On-going 1/4/16 – 12/30/16	
<b>Estimated Total Hours Remaining*</b> <b>(*1 hour per week x 52 weeks)</b>		<b>Hours Included Under Task #6</b>

<b>Tasks</b>	<b>Timeline</b>	<b>Hours</b>
<b>Task #4 – Conduct a Comprehensive Review of the City’s Labor Agreements and Personnel Rules, and Provide Recommendations to the City Manager for Labor Negotiations.</b>		
1. Review MOU and Personnel Rules.	Completed	
2. Conduct review of legal fees associated with HR and Labor matters; recommend use of LCW for labor negotiations and complex legal HR matters.	Completed	
3. Meet with City Manager and Department Heads to determine operational needs and business necessities for City’s proposal for Labor Negotiations.	Completed	
4. Develop a comprehensive list of potential reforms including proposed language changes.	Completed	
5. Make recommendations to City Manager.	Completed	
6. Assist with Labor Negotiations process; coordinate with Labor Negotiator and City Staff.	Completed	
7. Review various City and MEA proposals and costs of City and MEA proposals.	Completed	
8. Provide guidance to City staff and attend various meetings as required; brief City Manager regarding labor negotiations progress.	Completed	
9. Attend closed session Council meetings as required to provide pertinent updates.	Completed	
10. Assisted with achieving a 4 year contract with numerous reforms for over-all long-term savings.	Completed	
11. Assist with the implementation of the MOU including updates to the Fringe Benefits and Salary Plan and adoption of Resolution to amend Plan; implementation of 4/10 schedule transition plan related to FLSA compliance; implementation of retroactive salary adjustments for employees.	1/4/16 – 2/15/16	20
12. Resolve grievance issue related to performance evaluation process/re-visit performance evaluation form.	4/15/16 – 6/30/16	20
13. Provide City Council with relevant information related to the Management Group, and recommend appropriate salary and benefit changes, consistent with the MEA; prepare necessary documents showing historical actions and costs associated with recommendations; attend meetings with City representatives and City Council as necessary.	1/4/16 – 3/15/16	40
14. Assist and advise regarding labor and grievance issues.	1/4/16 – 6/30/16	20
<b>Estimated Total Hours Remaining</b>	<b>100</b>	

<b>Tasks</b>	<b>Timeline</b>	<b>Hours</b>
<b>Task #5 – Perform a Full Analysis and Update of the City’s Personnel Rules.</b>		
1. Research resolutions to determine the last official adopted Personnel Rules.	Completed	
2. Utilizing the most recently prepared (un-adopted) Personnel Rules (2012), reconcile the draft to the City’s MOU, and add/revise as required for consistency and for currency with changes in labor law; finalize draft in redlined format with changes noted.	8/1/16 - 10/14/16	81
3. Conduct meetings with City Manager and HR staff to review proposed changes.	10/17/16 – 10/21/16	8
4. Meet with MEA to present updated Personnel Rules; receive feedback and finalize document.	10/24/16 -10/28/16	8
5. Present document to City Council for approval and address questions or concerns.	10/31/16 – 11/4/16	4
<b>Estimated Total Hours Remaining</b>	<b>101</b>	

<b>Tasks</b>	<b>Timeline</b>	<b>Hours</b>
<b>Task #6 – Provide Advisement to the City Manager and the Acting Human Resources Specialist Regarding Handling of Various Complex Human Resources Matters.</b>		
1. Meet with City Manager regularly to discuss current issues and to provide status updates on current projects.	On-going	
2. Meet with Acting HR Specialist regularly to discuss current issues and to provide guidance.	On-going	
3. Respond to inquiries by email or phone, as necessary related to various HR and organizational issues and provide guidance to staff.	On-going	
4. Assisted with the “Affordable Care Act” analysis for applicability to the City of Cudahy.	Completed	
5. Prepared and presented a new Performance Evaluation Tool.	Completed	
6. Facilitated the City Manager Performance Evaluation Process involving multiple meetings with the City Council in Closed Session.	Completed	
7. Conducted a Compensation Analysis for the City Manager Performance Evaluation Process.	Completed	
8. Provided assistance in the handling and resolution of a grievance related to the matter of Longevity Pay for employees.	Completed	
9. Provide assistance and guidance to the Acting HR Specialist in the Recruitment Process for several “key” positions including City Clerk, Public Safety Services Manager, and Community Development Manager.	1/1/16 – 3/15/16	
10. Assisted in the search for an Interim City Clerk and On-Boarding of Interim City Clerk.	Completed	
11. Provided guidance to City staff related to ADA requirements related to compliant process and mandatory posters.	Completed	
12. Reviewed current Workers’ Compensation cases and status and provided guidance.	Completed	
13. Reviewed and assisted in preparation of draft holiday schedule and City Hall closure.	Completed	
14. Recommended implementation of 2016 Payroll calendar and provided guidance in the development of the document.	Completed	
15. Provide guidance to City staff related to Safety programs.	On-going	

16. Provide guidance to City staff in responding to California Public Records Act requests related to HR records.	On-going
17. Respond to various inquiries from the City Council.	On-going
18. Assisted City Manager with "Standardization of Work Hours" for employees consistent with regulatory compliance for 9/80 Alternative Workweek Plan; provided guidance and recommendations regarding compliance with overtime regulations (Fair Labor Standards Act); prepared employee communication memo, and assisted with timecard reconciliation to transition to proper timekeeping method.	Completed
19. Reviewed Acting Pay status related to two employees consistent with Personnel Rules and appropriate level of compensation and advised City Manager.	Completed
20. Assist City Manager and Acting HR Specialist with various confidential personnel matters.	On-going
21. Assist the Acting HR Specialist with implementation of the new MOU including processing of retroactive salary adjustments and change to 4/10 schedule to ensure compliance with FLSA over-time rules.	In Progress
<b>Total Hours *</b> <b>(*Estimated 4-5 hours per week x 52 weeks)</b>	<b>236</b>

<b>Tasks</b>	<b>Timeline</b>	<b>Hours</b>
<b>Task #7 – Provide Advisement to the City Related to Compliance with Various Audit Findings, Including Strategies and Solutions.</b>		
1. Assist in the resolution of the CalPERS audit and compliance requirements.	In Progress	See Below
2. Resolved Finding #1 – “The Agency’s pay schedule did not meet all the requirements of the Government code and CCR.”	Completed	
3. Resolved Finding #2 – “The Agency incorrectly reported pay rate and earnings.”	Completed	
4. Resolved Finding #3 – “The Agency did not report special compensation as required by CCR Section 571.”	Completed	
15. Resolve Finding #4 – “The Agency unlawfully employed a retired annuitant.”	In Progress	24
16. Resolve CalPERS Observation – “The Agency’s administration of a contract exclusion for hourly compensated employees is not clearly defined.”  * Response submitted to CalPERS Contract Unit– further amendments will be required to the City’s contract with CalPERS and to the City’s Classification Plan following the Classification Study.	In Progress *  1/4/16 – 12/30/16	80
7. Provided guidance to the City related to the implementation of the new Sick Leave Law including mandatory employee notices, policy language for approval by the City Council via Resolution, and payroll records for employee accruals.	Completed	
8. Reviewed State Controller’s Report findings related to HR.	Completed	
9. Coordinated with staff to provide mandatory Transparency Reports on-line.	Completed	
10. Assist City staff with the implementation of new legislation for 2016 including preparation of policy language, employee communications, payroll system changes, and related activities as required.	1/4/16 – 3/30/16	60
<b>Estimated Total Hours Remaining*</b>	<b>164</b>	

<b>Tasks</b>	<b>Timeline</b>	<b>Hours</b>
<b>Task #8 – Develop a Formal Complaint Process for the City, including applicable forms and tracking system.</b>		
1. Review complaint processes utilized by other agencies and obtain sample policies and forms.	Completed	
2. Develop complaint process and form for the City's use.	Completed	
3. Present final documents to the City Manager for implementation.	Completed	
4. Provide assistance and guidance to the City in the handling/processing of citizen complaints when related to employees.	On-going 1/4/16 – 12/30/16	
<b>Total Hours</b> <b>(*Estimated 1-2 hours per week x 52 weeks)</b>	<b>80</b>	

**JANUARY – JUNE 2016  
HUMAN RESOURCES PRIORITIES**

Priority Level	Tasks	Hours	Cost Based on Estimated Hours Per Task
A.	<b>Task #7</b> – Provide Advisement to the City Related to Compliance with Various Audit Findings, Including Strategies and Solutions.	74	\$7,030
B.	<b>Task #6</b> – Provide Advisement to the City Manager and the Acting Human Resources Specialist Regarding Handling of Various Complex Human Resources Matters.	118	\$11,210
C.	<b>Task #4</b> – Conduct a Comprehensive Review of the City’s Labor Agreements and Personnel Rules, and Provide Recommendations to the City Manager for Labor Negotiations.	100	\$9,500
D.	<b>Task #2A</b> - Conduct a Comprehensive Review of the City’s Classification/ Compensation and Fringe Benefit Provisions.	262	\$24,890
E.	<b>Task #1</b> - Conduct a Comprehensive Review and Assessment of the Status of the City’s Human Resources Function; Collect Data; Evaluate Findings and Make Recommendations Consistent with Industry Best Practices in the following Areas including, but not limited to 1) Appropriate staffing levels; 2) Appropriate systems and use of technology; 3) Record keeping methods; 4) Customer service and client department satisfaction; 5) City’s training and development programs, 6) City’s recruitment and selection programs; and 7) City’s employee and labor relations programs. Recommend and implement solutions based on immediate needs.	30	\$2,850
F.	<b>Task #8</b> – Develop a Formal Complaint Process for the City, including applicable forms and tracking system.	40	\$3,800
	<b>Total Hours</b>	624	\$59,280.00

**JULY – DECEMBER 2016  
HUMAN RESOURCES PRIORITIES**

<b>Priority Level</b>	<b>Tasks</b>	<b>Hours</b>	<b>Cost Based on Estimated Hours Per Task</b>
A.	<b>Task #7</b> – Provide Advisement to the City Related to Compliance with Various Audit Findings, Including Strategies and Solutions.	90	\$8,550
B.	<b>Task #6</b> – Provide Advisement to the City Manager and the Acting Human Resources Specialist Regarding Handling of Various Complex Human Resources Matters.	118	\$11,210
C.	<b>Task #2B</b> – Conduct a Salary and Benefits Survey with Comparable Agencies.	156	\$14,820
D.	<b>Task #1</b> - Conduct a Comprehensive Review and Assessment of the Status of the City’s Human Resources Function; Collect Data; Evaluate Findings and Make Recommendations Consistent with Industry Best Practices in the following Areas including, but not limited to 1) Appropriate staffing levels; 2) Appropriate systems and use of technology; 3) Record keeping methods; 4) Customer service and client department satisfaction; 5) City’s training and development programs, 6) City’s recruitment and selection programs; and 7) City’s employee and labor relations programs. Recommend and implement solutions based on immediate needs.	170	\$16,150
E.	<b>Task #5</b> – Perform a Full Analysis and Update of the City’s Personnel Rules.	101	\$9,595
F.	<b>Task #8</b> – Develop a Formal Complaint Process for the City, including applicable forms and tracking system.	40	\$3,800
	<b>Total Hours</b>	<b>675</b>	<b>\$64,125.00</b>



## **THE IMPORTANCE OF JOB DESCRIPTIONS**

Accurate and up-to-date job descriptions are important to the organization, as they form the basis and foundation of many other related Human Resources functions including recruitment/selection, training and development, and performance evaluation. Job descriptions, although often overlooked by many organizations, are valuable to both the employee and the employer for a variety of reasons. Job descriptions are used for the following purposes:

- Defining the specific jobs that each employee is responsible for completing within the organization.
- Assisting new employees in orienting themselves to the organization.
- Establishing the “essential duties” of the position in accordance with ADA guidelines, and serving as a tool for the “interactive process” in the event accommodation is requested in the pre-employment process, or during post-employment.
- Defining “distinguishing characteristics” within a class series, and the key distinctions between the various levels.
- Defining reporting relationships and level of supervision received and exercised.
- Setting forth lines of promotion within the job series allowing for career advancement opportunities, and associated requirements.
- Establishing minimum requirements and qualifications (knowledge, skills and abilities) required to perform the position.
- Defining all pertinent details for the purpose of developing a job announcement, screening potential candidates against established minimum requirements, and for the development of skills tests and interview questions.
- Serving as the basis for evaluating an employee’s job performance allowing for comparison between employee performance and the job description’s stated expectations.
- Serving as the basis for establishing employee training programs to ensure employees possess and maintain appropriate knowledge, skills and abilities for their current positions, and to develop career development training opportunities for upward advancement.
- Serving as the basis for establishing compensation, in which jobs must be evaluated in order to make comparisons and to determine a fair base salary.
- Ensuring legal compliance with the Fair Labor Standards Act (FLSA).



**FIRST AMENDMENT  
TO AGREEMENT FOR TEMPORARY PROFESSIONAL SERVICES**  
(Engagement: Temporary Human Resources Services)  
(Parties: HR Dynamics and the City of Cudahy)

THIS FIRST AMENDMENT TO TEMPORARY PROFESSIONAL SERVICES AGREEMENT (the "Agreement") to that certain document entitled "Temporary Professional Services" (the "Master Agreement") executed as of February 2, 2015, by and between the City of Cudahy, a municipal corporation (hereinafter, "City") and HR Dynamics & Performance Management (hereinafter, "CONSULTANT") is made and entered into this 8<sup>th</sup> day of June 2015. For the purposes of this Agreement, City and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or CONSULTANT interchangeably.

**RECITALS**

WHEREAS, on or about February 2, 2015, the Parties executed and entered into the Master Agreement which is attached hereto as Exhibit "A"; and

WHEREAS, the City desires to amend the Master Agreement in its entirety and replace its language with this Amendment; and

WHEREAS, CONSULTANT has the necessary training, experience and competence to perform specialized consulting services requested by City; and

WHEREAS, selection of the CONSULTANT is expected to achieve the desired results in an expedited fashion; and

WHEREAS, CONSULTANT has submitted a proposal to City and has affirmed its willingness and ability to perform such work; and

WHEREAS, City has the authority to retain the services of CONSULTANT; and

WHEREAS, the execution of this Agreement was approved by the Cudahy City Council at its Regular Meeting of June 3, 2015.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. Retention of Consultant. City retains CONSULTANT to perform, and CONSULTANT agrees to render, those services and tasks set forth in Exhibit "B" (hereinafter "the Services").

2. Standard of Performance. While performing the Services, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession, and shall use reasonable diligence and best judgment while exercising professional skill and expertise.

3. Term. This Agreement shall have a limited term of one (1) year commencing from the February 2, 2015, unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may renew for up to two (2) three month extension terms, upon approval from City Council, unless City issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). Nothing in the foregoing sentence shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement prior to the expiration of the initial Term or any extension term.

4. Personnel. CONSULTANT may utilize Henry T. Garcia, co-consultant, to perform portions of the Services. Mr. Garcia shall remain assigned through completion of the Services unless otherwise mutually agreed by the parties in writing, in which case any substitutes shall be subject to City approval.

5. Contact. Jose Pulido, City Manager, shall be CONSULTANT's contact with respect to the Services performed pursuant to this Agreement unless an alternative contact is otherwise designated in writing to CONSULTANT by City.

6. Compensation/Reimbursement.

A. CONSULTANT shall perform all of the various services and tasks that comprise the Work in accordance with Exhibit "A." CONSULTANT shall be billed out at an hourly rate of NINETY FIVE DOLLARS PER HOUR (\$95.00/hour) (hereinafter "Hourly Rate").

B. Notwithstanding section 6.A, above, CONSULTANT's total compensation for the Services under this Agreement may not exceed the sum of SEVENTY TWO THOUSAND NINE HUNDRED SIXTY DOLLARS (\$72,960.00) (hereinafter, the "Contract Price"). In no event shall the total compensation and costs payable to CONSULTANT under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Director-Treasurer and the City Manager of the City and unless such added expenditure is specifically approved in advance and in writing by the City.

C. City shall pay CONSULTANT at the Hourly Rate as CONSULTANT performs the various services and tasks that make up the Work. CONSULTANT shall submit to City a monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by CONSULTANT and its various employees. The statement shall

describe the specific tasks performed. City shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

D. REIMBURSEMENT. City recognizes that CONSULTANT may incur certain expenses of a non-personal nature in the performance of Consultant's duties under this Agreement. City agrees to reimburse or to pay for an amount not to exceed FIVE HUNDRED DOLLARS (\$500.00) per month for such business expenses that are incurred by CONSULTANT in the performance of CONSULTANT's duties in accordance with City's expense reimbursement procedures, as the same may be updated and/or amended from time to time by the City Council.

7. Independent Contractor. CONSULTANT and co-consultant shall at all times during their performance of the services retain their status as independent contractor. City retains CONSULTANT on an independent contractor basis and CONSULTANT is not an employee of City. Any additional personnel, including co-consultant mentioned herein, performing the Services governed by this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security, taxes, income tax withholding, unemployment insurance and workers' compensation insurance. CONSULTANT shall be responsible for scheduling hours of work by its personnel, including co-consultant, as well as the following:

- Control and responsibility for the conduct of CONSULTANT's personnel/employees and how and when Services are performed;
- Determining when and the amounts CONSULTANT's personnel will be paid; Payment of any overtime, vacation pay, sick pay, employee benefits (including but not limited to health insurance, life insurance, disability insurance, unemployment and workers compensation insurance).
- Evaluation of CONSULTANT's personnel
- Providing anything needed to perform the Services;
- CONSULTANT shall provide any required instruction to its personnel as to how the Services are performed;
- CONSULTANT shall be responsible for its expenses and expenses of its personnel except as otherwise specified in this Agreement;
- CONSULTANT shall be free to contract for similar services with other clients;
- CONSULTANT bears all risk of profit or loss;
- CONSULTANT shall be responsible for any investment required to provide the Services; and

- CONSULTANT shall have its own office or facilities (if needed), its own vehicles and handle its own billing and bookkeeping.

8. Indemnification. City shall indemnify and hold CONSULTANT and co-consultant harmless, including providing for adequate representation, from and against any and all alleged claims, damages, liabilities, costs and expenses, as well as reasonable attorneys' fees and other legal or other costs and expenses which may be suffered or incurred by CONSULTANT and/or co-consultant arising from an adverse action taken by an employee or member of the City Council against one or more employees or CONSULTANT as a result of CONSULTANT or co-consultant's work, unless such claims, damages, liabilities, costs as expenses are a result of CONSULTANT's or co-consultant's gross negligence or willful misconduct.

To the extent permitted by law, CONSULTANT will defend and hold City and its directors, officers, agents, representatives, and employees (collectively "indemnitees") harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CONSULTANT or CONSULTANT's officers, employees, or authorized agents' breach of this Agreement; its failure to discharge its material duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of CONSULTANT or CONSULTANT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

9. Insurance.

CONSULTANT agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under the Agreement) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of the various services, functions, duties and tasks set forth under the Agreement as described below. Throughout the term of the Agreement, CONSULTANT shall procure and maintain the following policies of insurance:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors

and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

10. Confidentiality. All memoranda, contracts, complaints, documentation, written information, and other materials provided to, or prepared by, CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shared exclusively with City as deemed appropriate by City.

11. Termination. CONSULTANT may not terminate this Agreement except upon 30 days' written notice to City. This Agreement may be terminated by City without cause, upon 30 days' written notice to CONSULTANT. In the event of termination, CONSULTANT shall be entitled to receive compensation during the thirty (30) day notice period at the rates set forth in this Agreement but not thereafter.

In the event of breach of the Agreement by CONSULTANT, City may terminate the Agreement immediately by written notice to CONSULTANT; may reduce payment to the CONSULTANT in the amount necessary to offset City's resulting damages; and may pursue any other legally available remedies. In said event, CONSULTANT shall be entitled to the reasonable value of its services, at the rates set forth in this Agreement, performed up to the day it received City's Notice of Termination, minus any offset from such payment representing City's damages from such breach. Failure of CONSULTANT to provide City reports and other written material, which meets or exceeds reasonable professional standards, shall cause damages which are unascertainable at the inception hereof, entitling City to offset any payments due on the Agreement in the form of liquidated damages and not as a penalty. City reserves the right to delay any post-termination payment until completion of any partially-completed Services or correction of any substandard Services, as may be determined in City's sole discretion, so as to permit a full and complete accounting of costs.

12. Ownership of Documents. All reports and other contract deliverables prepared under this Agreement by CONSULTANT shall be and remain the property of City upon City's compensation of CONSULTANT for the Services as herein provided. CONSULTANT shall not release to others information furnished by City without prior approval of City.

13. Notices. Services of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City's Notice Address  
City of Cudahy  
Attn: Jose E. Pulido, City Manager  
5220 Santa Ana Street  
Cudahy, CA 90201

CONSULTANT  
Rhonda D. Strout-Garcia  
HR Dynamics & Performance Management, Inc.  
461 Green Orchard Place

Riverside, CA 92506

14. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of CONSULTANT each represent and warrant that they have the legal power, right and actual authority to bind CONSULTANT to the terms and conditions hereof and thereof.

15. Construction of Agreement: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

16. Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17. Amendment; Modification: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

18. Captions: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19. Inconsistencies or Conflicts: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

20. Entire Agreement: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 17, above.

21. Counterparts: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 17, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by City.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, City and CONSULTANT have caused this Agreement to be duly executed on the day and year first above written.

CITY OF CUDEHAY

CONSULTANT: HR DYNAMICS

By: 

By: Mundi D. Strout

Name: Cristian Markovich

Name: RHONDA D. STROUT

Its: Mayor

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

**EXHIBIT "A"**

**(See the attached Master Agreement)**



2015

AGREEMENT FOR TEMPORARY PROFESSIONAL SERVICES  
(Parties: HR Dynamics & Performance Management and the City of Cudahy)  
(Engagement: Temporary Human Resources Services)

THIS 2015 AGREEMENT FOR TEMPORARY PROFESSIONAL SERVICES ("Agreement") by and between the City OF CUDAHY, a municipal corporation and general law city ("City") and HR Dynamics & Performance Management (hereinafter, "Staffing Firm") is made and entered into the last date of signature below, but shall not take effect until signed by all of the parties to this Agreement as indicated on the signature page below. For the purposes of this Agreement, City and Staffing Firm may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Staffing Firm interchangeably.

RECITALS

WHEREAS, City, pursuant to California Government Code sections 37109 and 53060, is authorized and empowered to contract with any person for the furnishing of services and advice in finance, economic, accounting or administrative matters if such persons are specially trained and experienced and competent to perform such special services required; and

WHEREAS, City wishes to engage the Staffing Firm for the purposes of retaining a person to perform the duties and functions as mentioned in the attached Scope of Work for City on an interim basis; and

WHEREAS, City's in-house personnel are presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, Staffing Firm has proposed and City has agreed to appoint a Consultant ("Consultant") who possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, City and Staffing Firm wish to enter into the Agreement in order to set forth the rights and obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and based upon the recitals set forth above, City and Staffing Firm agree as follows:

**ARTICLE 1.  
DUTIES AND SCOPE OF WORK**

1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Work"). Consultant further agrees to furnish to City all labor, materials, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." Neither Consultant nor anyone acting on Consultant's behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the "Notice to Proceed").

**ARTICLE 2.  
INDEPENDENT CONTRACTOR STATUS; TERMINATION FOR CONVENIENCE**

2.1 **INDEPENDENT CONTRACTOR STATUS.** The Parties acknowledge, understand and agree that Consultant is, and shall at all times remain, a wholly independent contractor and shall not be considered an employee of the City. Given the temporary and interim nature of this engagement, it is the desire and intent of the Parties that Consultant shall be an "independent contractor" who is not also an employee within the meaning of Government Code section 20300(b), and by such status is excluded from compulsory enrollment in the California Public Employees Retirement System established under the Public Employees Retirement Law ("PERL") (Government Code section 20000 et seq.).

**ARTICLE 3.  
TERM OF AGREEMENT**

3.1 This Agreement shall have an initial term of one (1) year commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may renew for up to two (2) three month extension terms, upon approval from City Council, unless City issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). Nothing in the foregoing sentence shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement prior to the expiration of the initial Term or any extension term as provided under Articles 11 and 12 of this Agreement below.

**ARTICLE 4.  
PERFORMANCE SCHEDULE**

4.1 **ATTENDANCE AT MEETINGS, CONFERENCES AND SPECIAL FUNCTIONS.** Section 4.1 notwithstanding, Consultant, as directed by the City Council, shall also be available to attend public meetings, business meetings, conferences and functions that may be scheduled outside of normal City business hours, including but not limited to all regular, special, adjourned and/or emergency meetings of the Cudahy City Council, and City shall be billed for all such hours Consultant attends such meetings required by City.

4.2 **RESTRICTION ON HOURS WORKED:** The Term of this Agreement and the provisions of Section 4.1 notwithstanding, in no event may Consultant's total hours worked under this Agreement exceed more than 1,000 hours during any single fiscal year. Consultant shall maintain a log of Consultant's daily work hours (including start time and departure time) to monitor compliance with this provision. Staffing Firm shall have no obligation to continue performance once the 1,000 hour limitation has been attained. Furthermore, City shall have the responsibility to monitor fees charged in relation to the not-to-exceed amount. City shall be responsible for all charges for services in the event City fails to notify Staffing Firm of termination of the assignment or fails to increase of the not-to-exceed amount. For purposes of this Agreement, the term "fiscal year" shall mean the period of time commencing from July 1<sup>st</sup> of a calendar year and ending on June 30<sup>th</sup> of the calendar year immediately following.

## ARTICLE 5. COMPENSATION AND REIMBURSEMENT

### 5.1 COMPENSATION.

- A. Staffing Firm shall perform all of the various services and tasks that comprise the Work in accordance with Exhibit "A." Staffing Firm shall be paid for the number of hours Consultant provides in performance of the Work. Consultant shall not exceed forty (40) hours per work week, unless authorized by City Council. Consultant shall be billed out at an hourly rate of NINETY FIVE DOLLARS PER HOUR (\$95.00/hour) (hereinafter "Hourly Rate").
- B. Notwithstanding section 5.1A, Consultant's total annual compensation for the Work under this Agreement may not exceed the sum of SEVENTY TWO THOUSAND NINE HUNDRED SIXTY DOLLARS (\$72,960.00) (hereinafter, the "Contract Price"). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, services, tasks, costs and incidental and customary work necessary to competently perform Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Director-Treasurer and the City Manager of the City and unless such added expenditure is specifically approved in advance and in writing by the City.
- C. City shall pay Staffing Firm at the Hourly Rate in a bi-weekly format to run simultaneous with employee payroll as Consultant performs the various services and tasks that make up the Work. At the end of each pay period during the term of this Agreement, Staffing Firm shall submit to City a bi-monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by Consultant and its various employees. The statement shall describe the specific tasks performed. City shall not withhold applicable taxes or other authorized deductions from payments made to Staffing Firm.

5.2 REIMBURSEMENT. City recognizes that Consultant may incur certain expenses of a non-personal nature in the performance of Consultant's duties under this Agreement. City agrees to reimburse or to pay for an amount not to exceed SEVENTY TWO THOUSAND NINE HUNDRED AND SIXTY DOLLARS (\$72,960.00) per month for such business expenses that are incurred by Consultant in the performance of Consultant's duties in accordance with City's expense reimbursement procedures, as the same may be updated and/or amended from time to time by the City Council.

**ARTICLE 6,  
NO BENEFITS**

6.1 Except as otherwise provided under Article 5 of the Agreement, Consultant shall not receive any benefits, incentives, compensation in lieu of benefits or any other form of compensation above the hourly compensation provided under Article 5, above.

6.2 Consultant acknowledges, understands and agrees that Consultant is not a regular employee of the City and is not entitled to receive any benefits generally available to employees of the City, including but not limited to medical insurance, dental insurance, sick leave, paid vacation, retirement benefits, unemployment benefits or otherwise which accrue to employees of the City, and hereby expressly waives any right or claim to such benefits.

**ARTICLE 7.  
INDEMNITY**

7.1 To the extent permitted by law, Staffing Firm will defend and hold City and its directors, officers, agents, representatives, and employees (collectively "Indemnitees") harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Staffing Firm or Staffing Firm's officers, employees, or authorized agents' breach of this Agreement; its failure to discharge its material duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of Staffing Firm or Staffing Firm's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.2 To the extent permitted by law, City will defend, and hold Staffing Firm and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorney's fees) to the extent caused by City or City's officers, employees, or authorized agents' breach of this Agreement; its failure to discharge its duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of City or City's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

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

7.4 The obligations of Staffing Firm under this Article will not be limited by the provisions of any workers' compensation act or similar act. Staffing Firm expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents and volunteers.

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

7.6 City does not, and shall not, waive any rights that it may possess against Staffing Firm because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

7.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity. Notwithstanding anything to the contrary in this Agreement, Staffing Firm shall have no obligation of indemnity or liability for any claims to the extent arising out of City's negligence or willful misconduct, or failure to comply with the requirements of this Agreement.

#### ARTICLE 8. INSURANCE

8.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Staffing Firm agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under the Agreement) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of the various services, functions, duties and tasks set forth under the Agreement as described below. Throughout the term of the Agreement, Staffing Firm shall procure and maintain the following policies of insurance:

- A. Workers' Compensation Insurance/ Employer's Liability Insurance: Consultant shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers'

Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.

- B. Professional Liability Insurance: For the full term of this Agreement and for a period of two (2) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.

**ARTICLE 9.  
BUSINESS RELATED EQUIPMENT**

Consultant acknowledges, understands and agrees that she will not receive, nor shall she be entitled to any type of personal mobile communication device for the performance of her duties under this Agreement such as a cell phone or an iPad.

**ARTICLE 10.  
CITY DOCUMENTS AND CONFIDENTIALITY**

10.1 CITY DOCUMENTS. All data, studies, reports and other documents prepared by Consultant while performing Consultant's duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use.

10.2 CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant to the extent permitted by applicable law. Such materials shall not, without City's prior written consent, be used by Consultant for any purposes other than the performance of Consultant's duties.

**ARTICLE 11  
TERMINATION FOR CONVENIENCE**

11.1 TERMINATION FOR CONVENIENCE. Consultant shall serve at the pleasure of the City Council. Consultant's engagement with City may be terminated for convenience at any time by the City Council without cause upon the issuance of written notice specifying the effective date of such termination, which may provide that such termination shall take effect immediately upon the issuance of the notice.

11.2 NO PRE-TERMINATION HEARING. Consultant shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate Consultant's engagement.

11.3 NO PROPERTY INTEREST. It is understood and agreed by the Parties that Staffing Firm engagement with the City is temporary in nature and that Staffing Firm shall have no

expectation of ongoing or long-term employment with the City. Nothing in this Agreement shall confer upon Staffing Firm any right or property interest in employment with City.

11.4 **NO SEVERANCE PAY.** Consultant expressly agrees that she shall not be entitled to any severance pay as the result of the termination of this Agreement prior to the expiration of the Term or any extension term.

11.5 **STAFFING FIRM TERMINATION.** Staffing Firm may terminate this Agreement at any time without cause and for convenience, provided it provides the City Council with no less than fifteen (15) calendar days advance written notice prior to the effective date of termination. The City Council may shorten the effective date of any termination for convenience initiated by Staffing Firm in the City Council's sole and absolute discretion.

**ARTICLE 12.  
TERMINATION FOR CAUSE**

**12.1 EVENTS OF DEFAULT; BREACH OF AGREEMENT**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 10.1B and 10.1C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within fifteen (15) calendar days of the non-defaulting Party's issuance of a written notice of default (hereinafter, a "Notice of Default") to the defaulting party.
- B. City, in its sole and absolute discretion, may also immediately suspend Consultant's performance under this Agreement pending Consultant's cure of any Event of Default by giving Staffing Firm/Consultant written notice of City's intent to suspend Staffing Firm/Consultant's performance (hereinafter, a "Suspension Notice"). City may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Staffing Firm/Consultant shall be compensated only for those services rendered up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of City shall operate to prohibit or otherwise restrict City's ability to suspend this Agreement as provided herein.
- C. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No

waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

D. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to City at law or under this Agreement in the event of any breach of this Agreement, City, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to Staffing Firm/Consultant, the City may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to Staffing Firm/Consultant, the City may extend the time of performance;
- iii. The City may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Staffing Firm/Consultant's breach of the Agreement or to terminate the Agreement; or
- iv. The City may exercise any other available and lawful right or remedy.

City may seek legal fees plus other costs and expenses that City incurs upon Staffing Firm's breach of this Agreement or in the City's exercise of its remedies under this Agreement.

E. In the event City is in breach of this Agreement, Staffing Firm/Consultant's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Staffing Firm/Consultant under this Agreement for services rendered.

**ARTICLE 13.  
CONDITIONS OF CONSULTANT'S SERVICES**

13.1 **CONFLICT-OF-INTEREST.** City shall direct Consultant to sign a separate writing stating the following obligations: Consultant shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business within the corporate limits of City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. Consultant further agrees not to invest in any other real estate or property improvements within the corporate limits of City during the term of this Agreement without the prior consent of the City Council.

13.2 **CONSULTANT VEHICLE.** Consultant shall provide her transportation to and from the worksite.

**ARTICLE 14.  
GENERAL PROVISIONS**

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

**City's Notice Address:**  
City of Cudahy  
Attn: Jose Pulido, City Manager  
5220 Santa Ana Street  
Cudahy, California 90201

**Staffing Firm's Address:**  
HR Dynamics and Performance Management  
Rhonda Strout, Principal  
461 Green Orchard Place  
Riverside, CA 92506  
Phone: 951-999-1617

14.2 **BONDING.** City shall bear the full cost of any fidelity or other bonds required of the Staffing Firm under any laws or ordinance.

14.3 **BACKGROUND CHECK.** Within three (3) calendar days of the effective date of this Agreement, Consultant shall contact the City's Human Resources Department to schedule a LiveScan fingerprinting. Consultant shall not commence any Services relating to this Agreement until the LiveScan results have been reviewed by the Human Resources Department. A negative LiveScan report may result in the termination of this Agreement.

14.4 **ENTIRE AGREEMENT.** This Agreement, including the General Conditions of Assignment and the Terms of Payments incorporated herein and attached hereto as "Exhibit A," is intended to be the final, complete, and exclusive statement of the terms of Staffing Firm/Consultant's engagement with the City. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of Staffing Firm/Consultant, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of City, now or in the future, apply to Staffing Firm/Consultant and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

14.5 **AMENDMENTS.** This Agreement may not be amended except in the form of a written amendment to this Agreement approved by the City Council.

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

14.7 **ASSIGNMENT.** Staffing Firm/Consultant shall not assign any rights or obligations under this Agreement. City may, upon prior written notice to Staffing Firm/Consultant, assign its rights and obligations hereunder.

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

14.9 **ATTORNEYS' FEES.** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

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

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

14.12 **ACKNOWLEDGMENT.** Staffing Firm acknowledge that it has had the opportunity to consult legal counsel in regard to this Agreement, that it has read and understands this Agreement, that it is fully aware of its legal effect, and that it has entered into it freely and voluntarily and based on Staffing Firm's own judgment and not on any representations or promises other than those contained in this Agreement.

14.13 **COUNTERPARTS.** This Agreement shall be executed in four (4) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Staffing Firm, one counterpart shall be retained by the Human Resources Department, one counterpart shall be retained by the Office of the City Manager, and the fourth counterpart shall be retained by the City Clerk for permanent archiving by the City.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed on the date first indicated above.

CITY OF CUDAHY:

HR DYNAMICS AND PERFORMANCE  
MANAGEMENT

By:   
Jose E. Pulido, City Manager

By:   
Rhonda Strout, Principal

Date: \_\_\_\_\_

Date: 2/2/15

ATTEST:

APPROVED AS TO FORM:

By:   
Victor H. Ferrer, Deputy City Clerk

By:   
Isabel Birrueta, Assistant City Attorney

Date: 2/15/15

Date: \_\_\_\_\_

EXHIBIT "A"

SCOPE OF WORK

I. Services

Consultant's Human Resources services shall include, but not be limited to, the following duties:

A. General Human Resources Services

To plan, organize, and direct the development, implementation and administration of the City's human resources management system, labor relations programs and risk management program. Duties may include, but are not limited to the following:

Plan, organize and direct the administration of the City's personnel policies, practices, and procedures; advise management and employees in their interpretation when necessary. Develop and assist in development and implementation of goals, objectives, policies and priorities. Supervise and administer the classification, compensation, recruitment and selection, equal employment, labor relations, evaluations, training and risk management programs. Participate in formulating, recommending, and coordinating the implementation of policies, rules, and practices for accomplishing the goals of the personnel program. Assist in contract negotiations through development of strategies, research and presentation of relevant information. Perform research and maintain records; administer and interpret provisions of labor agreements. Advise management and employees regarding grievance procedures; monitor and administer grievance procedures. Maintain the City's official personnel files. Coordinate human resources/risk management activities with other City departments. Supervise and participate in the preparation of various personnel reports; make oral presentations as necessary. Prepare and administer the human resources/risk management budget. Maintain departmental awareness of current human resources practices and current state and federal laws related to personnel and risk management. Attend conferences and meetings in human resources, risk management and labor relations field. Assess, recommend and coordinate City's training programs. Select, supervise, develop, train and evaluate assigned staff. Promote and maintain safety in the workplace. Perform other related duties as assigned.

B. Additional Services

In addition to the general Human Resources services outlined above, Consultant shall also provide the following:

1. Strengths, Weaknesses, Opportunities, Threats ("SWOT") Analysis (General Assessment of the Human Resources Function; and
2. Prepare job classifications/descriptions in preparation for labor negotiations; and
3. Advise and participate in labor negotiations between the City and its employees.

II. Compensation

Compensation Calculation

Hourly Rate	\$95.00/hr.
Expected Work Hours	150 hours per month (not to exceed 40 hours per week)
Expected Initial Term	12 Months
Expected Monthly Amount	\$6,080.00 per month

**EXHIBIT "B"**  
**(See the attached Scope of Work)**

**EXHIBIT "B"**

**SCOPE OF WORK**

**HUMAN RESOURCES CONSULTING**

**SCOPE OF SERVICES**

- 1) Conduct a comprehensive review and assessment of the status of the City's Human Resources function; collect data; evaluate findings and make recommendations consistent with industry best practices in the following areas including, but not limited to:
  - Appropriate staffing levels.
  - Appropriate systems and use of technology.
  - Record keeping methods.
  - Customer service and client department satisfaction.
  - City's training and development programs.
  - City's recruitment and selection programs.
  - City's employee and labor relations programs.
  
- 2) Conduct a comprehensive review of the City's classification/compensation and fringe benefit provisions, including the following:
  - Review all applicable Resolutions, MOU's, and personnel rules.
  - Consolidate all applicable salary and benefit provisions into a comprehensive Fringe Benefits and Salary Plan document.
  - Conduct job analyses for all City positions, and prepare current and relevant job descriptions.
  - Recommend an organizational structure/staffing plan to address current needs.  
Identify the City's labor market (comparable agencies) and compensation philosophy.
  - Conduct a salary and benefits survey with comparable agencies.
  
- 3) Review and recommend cost effective strategies to the City's employee benefit programs.
  
- 4) Conduct a comprehensive review of the City's labor agreements and personnel rules, and provide recommendations to the City Manager for labor negotiations.
  
- 5) Perform a full analysis and update of the City's personnel rules.

- 6) Provide advisement to the City Manager and the Acting Human Resources Specialist regarding handling of various complex Human Resources matters.
- 7) Provide advisement to the City related to compliance with various audit findings, including strategies and solutions.
- 8) Develop a formal complaint process for the City, including applicable forms and tracking system.

**METHODOLOGY**

The Consultant shall develop a timeline for the independent completion of all defined tasks, to be completed in 18 months. The Consultant shall meet with staff at prescribed times initiated by the Consultant, as needed for the purposes of conducting various interviews and collecting data in order to evaluate the Human Resources function including files, reports, official documents, policies, practices, etc.

Data collected will be used to compare against best practices and in order to make recommendations to the City for future consideration and implementation.

**DELIVERABLES**

The following products shall be delivered to the City:

- 1) New Job Descriptions
- 2) Salary/Benefit Survey
- 3) HR Assessment/Best Practices
- 4) Fringe Benefit and Salary Plan Document
- 5) Updated Personnel Rules
- 6) Organizational Chart
- 7) Labor Agreement Recommendations/Reforms
- 8) Complaint Process System



# Item Number 101

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## STAFF REPORT

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**Date:** February 8, 2016

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director  
By: Jennifer Hernandez, Acting Human Resources Specialist

**Subject:** **Adoption of a Proposed Ordinance Amending Section 2.08.020 of Chapter 2.08 (City Offices) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code (CMC) Regarding Hours of Operation for City Hall**

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### **RECOMMENDATION**

The City Council is requested to adopt the attached proposed ordinance amending Section 2.08.020 of Chapter 2.08 (City Offices) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code (CMC) regarding the hours of operation for City Hall.

### **BACKGROUND**

1. On the December 2, 2003, Ordinance 591, amending Ordinance 495 of the CMC regarding the business hours of Cudahy offices was presented to the City Council for second reading.
2. On January 1, 2004, Ordinance 591, establishing new business hours of Cudahy Offices took effect. The newly amended CMC stated, "City offices shall be closed on Saturdays, Sundays, and all holidays authorized by the City Council by resolution. City offices shall otherwise be open to the public for business from 7:00 a.m. to 5:00 p.m. on Mondays, Tuesdays, Wednesdays and Thursdays, and from 7:00 a.m. to 4:00 p.m. on Fridays."
3. In May and June of 2015, during the Fiscal Year (FY) 2015-16 City Budget Process, City staff assessed ways to reduce City Hall operating costs.

4. On January 11, 2016, the City Council approved a Memorandum of Understanding (MOU) between the Cudahy Miscellaneous Employee's Association (CMEA) and the City. The City negotiated a change in the "Hours of Work" for members of the CMEA that are currently on a 9/80 work schedule, which will be converted to a 4/10 schedule.
5. Also during the January 11, 2016 meeting, the City Council introduced a proposed ordinance amending Section 2.08.020 of Chapter 2.08 (City Offices) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code (CMC) regarding the hours of operation for City Hall.

### **ANALYSIS**

Following much consideration of current budgetary constraints, City staff performed an analysis of efficient ways to maintain current levels of City services offered, while achieving cost recovery for departmental operations.

As part of the negotiation process of the MOU between the members of the CMEA and the City, it was determined that a change in hours worked would maximize current staffing levels, while increasing efficiency of services offered to the public. It established that by changing the City's current hours of operation to function with the membership's hours of work, would provide a higher level of service to the public while also achieving a cost savings for utilities by reducing the need for up to three days out of the month. Currently, employees work a 9/80 work schedule where they are off every other Friday. Due to shortage in staffing, the City is half staffed every Friday, meaning we cannot provide customers with the full range of services that they receive Monday through Thursday. When customers come into City Hall on Fridays, they become upset because some staff members are off on that day. The new schedule will address this and conserve energy by reducing the use of utilities.

The proposed ordinance will establish the new schedule for City offices to be implemented as follows:

"The city offices shall be closed on Saturdays, Sundays, Fridays, and all holidays authorized by the City Council by resolution. City offices shall otherwise be open to the public for business from 6:30 a.m. to 7:00 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays."

## **CONCLUSION**

City Council approval of this proposed ordinance will allow the new schedule to take effect in early March of 2016. City staff will work to educate the public about this change to City Hall hours of operation from a 9/80 work schedule to a 4/10 work schedule, where City Hall is closed on Fridays.

Staff will also post information on its City website and at the front counter to remind the public of the new hours of operation for City Hall.

## **FINANCIAL IMPACT**

There are no anticipated fiscal impacts to the General Fund. Cost savings, stemming from the reduction in use of utilities, will be achieved and will vary on a monthly basis.

## **ATTACHMENT**

Proposed Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING SECTION 2.08.020 OF CHAPTER 2.08 (CITY OFFICES) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE CUDAHY MUNICIPAL CODE REGARDING HOURS OF OPERATION OF CITY OFFICES**

WHEREAS, Section 2.08.020 of the Cudahy Municipal Code provides that City offices will be open to the public for business Monday through Friday; and

WHEREAS, the City Council has negotiated a new Memorandum of Understanding (“MOU”) pursuant to Government Code sections 3500 et seq. with the Cudahy Miscellaneous Employees’ Association, which provides for a “4/10” work schedule whereby employees will work 10-hour days, Monday through Thursday, to equal 80 hours each week; and

WHEREAS, the City Council finds that closing City offices every Friday will have benefits that include general fund savings related to reduced electricity and water usage and other overhead costs, and reduced travel costs for employees; and

WHEREAS, the City Council further finds that a 4/10 work schedule will decrease employee absenteeism and improve the City’s ability to attract and retain talented employees, and thereby promote the health, safety, and general welfare of residents and other persons in the City; and

WHEREAS, the City desires that Cudahy Municipal Code be consistent with the MOU with respect to closure of City offices every Friday.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA DOES ORDAIN AS FOLLOWS:

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

**SECTION 2.** Section 2.08.020 (City offices – Hours) of Chapter 2.08 (City Offices) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code is amended as follows (underlining denotes additions; strikethrough denotes deletions):

The city offices shall be closed on Fridays, Saturdays, Sundays, and all holidays authorized by the city council by resolution. City offices shall otherwise be open to the public for business from 6:30 ~~7:00~~ a.m. to 5:00 p.m. on Mondays, Tuesdays, Wednesdays and Thursdays, ~~and from 7:00 a.m. to 4:00 p.m. on Fridays.~~

**SECTION 3. Inconsistent Provisions.** Any provision of the Cudahy Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

**SECTION 4. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

**SECTION 5.** This ordinance shall take effect 30 days after its passage pursuant to California Government Code section 36937.

**SECTION 6.** The City Clerk shall attest to the adoption of this ordinance and shall cause the same to be published in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of January, 2016.

\_\_\_\_\_  
Cristian Markovich, Mayor

ATTEST:

\_\_\_\_\_  
Laura Valdivia  
Interim City Clerk

APPROVED AS TO FORM:

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Isabel Birrueta  
Assistant City Attorney

CERTIFICATION

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS  
CITY OF CUDAHY )

I, Laura Valdivia, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the \_\_\_\_\_ day of January, 2016, and that said Ordinance was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Laura Valdivia  
Interim City Clerk



# Item Number 10J

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## STAFF REPORT

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**Date:** February 8, 2016  
**To:** Honorable Mayor / Chair and City Council / Agency Members  
**From:** Jose E. Pulido, City Manager/Executive Director  
By: Michael Allen, Acting Community Development Director  
**Subject:** **Award a Three Year Professional Services Agreement (PSA) with Two, One-Year Options to Extend for Facilities Maintenance and Landscaping Services**

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### RECOMMENDATION

The City Council is requested to:

1. Award a three year Professional Services Agreement (PSA) with two, one-year options to extend PSA for facilities maintenance and landscaping services to MCE Corporation (MCE Corp.) at a not to exceed cost per year of \$309,601; and
2. Authorize the City Manager, or designee, to execute the proposed PSA with MCE Corp. for facilities maintenance and landscaping services on behalf of the City, and any extensions thereto, subject to review by the City Attorney.

### BACKGROUND

1. Since November 1960, the City has provided in-house facilities maintenance and parks landscaping services.
2. On June 29, 2015, City Council approved Resolution 15-30 adopting the Fiscal Year (FY) 2015 – 16 City Budget, funding facilities maintenance and parks maintenance for six months.

3. On August 12, 2015, City staff posted and published in the Press Telegram, the City's website, and bi-monthly City Manager's Report a Request for Proposals (RFP) for Facilities Maintenance and Landscaping Services.
4. On September 18, 2015, two proposals were received in response to the RFP before the end of day deadline:

<u>Company Name</u>	<u>Annual Contract Amount</u>
Landscape West (for landscaping services only)	\$ 102,000
MCE Corp. (for all services)	\$ 338,896

5. On October 16, 2015, due to a lack of competitive responses to the initial RFP, City staff posted and published in the Press Telegram, City's website, and bi-monthly City Manager's Report a second RFP for Facilities Maintenance and Landscaping Services.
6. On November 13, 2015, three proposals were received in response to the RFP before the end of day deadline.

<u>Company Name</u>	<u>Annual Contract Amount</u>
Landscape West (for landscaping services only)	\$ 102,000
MCE Corp. (for all services)	\$ 309,601
ValleyCrest Landscape Management (ValleyCrest) (For landscaping services only)	\$ 155,100

7. On November 27, 2015, City staff (i.e., City Manager, Acting Community Development Director, and Acting Maintenance Supervisor) completed their review of all proposals and selected the top two to interview.
8. On December 2, 2015, City staff met to interview ValleyCrest to discuss their landscaping only proposal, services, and cost estimate.
9. On January 13, 2016, City staff met to interview MCE Corp. to discuss their facilities maintenance and landscaping proposal, services, and cost estimate.
10. On January 20, 2016, City staff completed their review of the top two vendor proposals including scope of services, feasibility of service, and references.

## **ANALYSIS**

For the past 55 years, City staff has provided in-house facilities maintenance and landscaping services. As a result of increasing budgetary constraints and further expanded costs associated with maintaining the City's facilities (i.e., parks and buildings), coupled with a shortage in staffing, maintaining and improving the current quality of facilities and landscaping services is not feasible. Consequently, in the FY 2016-17 City Budget, the parks and facilities maintenance budgets were funded for six months, with the expectation of contracting external support, and transitioning current parks and facilities maintenance staff to the Streets Maintenance Division which is 100% funded by the Gas Tax.

### **First & Second Request for Proposals Solicitations**

In order to maintain the current level of facilities maintenance and landscaping, as well as seek improved quality, an RFP for facilities maintenance and landscaping services was prepared and made available on August 12, 2015; due to a lack of competitive bidders, an RFP was again made available on October 16, 2015. As a result, over three months, a total of three bids were received and evaluated. Two bids (ValleyCrest, Landscape West) proposed landscaping services only, while one bid (MCE Corp.) proposed both facilities maintenance and landscaping services.

### **Vendor Advancement to Interviews**

Although the lowest bidder was Landscape West (\$102,000), comparatively, ValleyCrest (\$155,100) was chosen to advance to an interview due to a stronger demonstrated understanding of the scope of landscape services, quality of work, and experience provided. Additionally, MCE Corp. (\$309,601) was chosen to advance since the proposal was responsive to the entirety of the RFP.

### **Selection of Preferred Vendor**

At the conclusion of both interviews with ValleyCrest, and MCE Corp., it was determined that although both were highly qualified, there would be a greater realization of economies of scale by contracting with one vendor for all services. Additionally, where ValleyCrest provided lump sum charges lacking detailed descriptions of the scope of work, MCE Corp. demonstrated an in depth knowledge of City operations through a detailed Work Program, itemizing specific tasks, measurable outcomes, materials, and rates (excerpts shown in Attachment B).

Furthermore, MCE Corp's landscaping proposal included supplementary services lacking in ValleyCrest's proposal (as well as Landscape West). For example, while ValleyCrest proposed two dedicated employees for basic mowing, edging, trimming, debris (trash) pickup, and

minor irrigation management; MCE Corp has proposed the aforementioned, to include up to six employees for ongoing preventative maintenance including regular inspections, tests, playground inspections and repairs, irrigation repairs, pest control, ballfield maintenance, backflow testing, AED inspections, turf aeration, graffiti removal, and daily restroom maintenance.

Cost Savings Achieved

	<b>Current Level of Service</b>	<b>Staffing Allocation</b>	<b>Total Hours</b>	<b>Overall Cost</b>
City of Cudahy (in-house)	<ul style="list-style-type: none"> <li>- Parks Landscaping (mowing, edging, weeding, trimming)</li> <li>- Emergency repair to equipment and facilities (light fixtures, broken equipment, painting/graffiti)</li> </ul>	2 Full Time Equivalent Employees	Approx. 4,160/year	\$380,114
MCE Corp.	<ul style="list-style-type: none"> <li>- Parks Landscaping (mowing, edging, weeding, trimming)</li> <li>- Interior and exterior building preventative maintenance (painting, plumbing, electrical repairs, HVAC repairs and maintenance)</li> <li>- Facility Roof Inspections and Repairs</li> <li>- Parks Irrigation Inspections and Repairs</li> <li>- Facility Cleaning</li> <li>- Successor Agency Property Maintenance</li> <li>- Online work-order tracking system</li> </ul>	6 Full Time Equivalent Employees	Approx. 12,480/year	\$309,601

As outlined in the table above, in addition to achieving greater cost savings by contracting with MCE Corp., there would be a significant increase in staffing hours allocated to facilities and parks maintenance, and consequently to streets maintenance. As proposed, MCE Corp. has allocated six full time employees, allocated throughout seven days a week, compared to the City's existing staffing which splits time with streets maintenance, graffiti, and facilities

and landscaping services (resulting in two full time equivalent employees dedicated to landscaping and facilities maintenance). MCE Corp's proposed services also include an online work-order tracking system, and an ongoing preventative maintenance program. These programs are beyond what the City has been able to implement to date, and are important tools to mitigate extensive and costly breakdowns and facilities wear and tear.

Currently the FY 2016-17 City Budget allocates a total of \$380,114 towards all services, labor, and materials contemplated in MCE Corp's proposal. MCE Corp's proposal totals \$309,601 per year, resulting in a total cost savings of \$70,513 annually. Although difficult to calculate, additional savings will occur over time as a result of the preventative maintenance program. Current staffing and funding levels prevent the City from maintaining the level of service and conduct an ongoing preventative maintenance program. Such a program focuses on alleviating the necessity and costs associated replacing/repairing broken equipment by inspecting and maintaining facilities and equipment regularly, rather than responding after equipment breakdowns.

### **CONCLUSION**

Approval of the proposed PSA with MCE Corp. would expand staffing allocations three-fold, and further develop the City's existing facilities maintenance and landscaping services. Continued operation is not feasible under current staffing and budget allocations.

If no action is taken on the proposed PSA, current budgeting and staffing levels will remain. Current staffing levels and budget allocations are not sufficient nor supported in the adopted FY 2015-16 City Budget. As a result, City facilities and parks will continue to decline in quality. Consequently, the cost of repairs will continue to rise as a result of limited ability for ongoing preventative maintenance.

### **FINANCIAL IMPACT**

Under the terms of the proposed PSA, the initial year of the contract (March 16, 2016 through March 15, 2019) will cost \$309,601 annually for facilities maintenance and landscaping. There would be additional costs, if the City requests services for special events, overtime, etc. as stipulated in the bid proposed labor and equipment hourly rates.

**ATTACHMENTS**

- A. MCE Corp. Proposal
- B. Revised Scope of Work - ValleyCrest vs. MCE Corp.
- C. Professional Services Agreement
- D. Public Notices

# Request For Proposals Facilities Maintenance and Landscaping Services



City of Cudahy  
5220 Santa Ana Street  
Cudahy, CA 90201



Submitted By: MCE Corporation  
6515 Trinity Court  
Dublin, California 94568  
Due: Friday, September 18, 2015  
By 4:00 PM  
To: City Clerk  
5220 Santa Ana Street, Cudahy CA

**ORIGINAL #1**



Michael Allen  
Acting Community Development Director  
City of Cudahy  
5220 Santa Ana Street  
Cudahy, CA 90201

September 18, 2015

RE: Request for Proposals- Facilities Maintenance and Landscape Services

Dear Michael:

Thank you for the opportunity to submit our proposal. We believe our proposal to be complete and consistent with intent of the above referenced RFP.

Our maintenance division primarily works for public agencies and we have a small number of clients. This allows us to gain the proper perspective on working in the public sector as well as provide the attention from field and management personnel to treat all of our customers with the attention they deserve. The City of Cudahy project fits very well into our growth plan and we are excited about the opportunity in Cudahy.

Our experience in providing contract services in a variety of Public Works disciplines, we believe, provides MCE a very clear and complete understanding of your system and all of its many facets. We have the unique experience of currently providing both park and building maintenance currently to multiple municipalities.

MCE will not, likely, be the lowest proposer. We rarely are. We will, however, be the most complete and flexible. Both Dean McDonald (Vice President) and I have been municipal Maintenance Superintendents. We understand things from your perspective which will give you the benefit of dealing with a company that truly gets it.

One of the unique aspects of our municipal services is our employees. MCE is an ESOP (Employee Stock Ownership Plan) and this gives our employees added motivation to do the right thing for our clients and MCE, as they have a vested interest in MCE's overall performance. Further, they are dedicated only to the cities they serve. We will be your Park and Facility Maintenance Department giving the City the advantages of a completely dedicated staff with the cost savings and flexibility of contracting. We take our duty to serve very seriously.

Enclosed you will find a very detailed work program and budget for each site. We found it interesting that the City of Cudahy used the term "work program" in its RFP. We have been developing work programs for 30 years for public agencies and this is the first time we have seen it used in an RFP. It is important to note that we are very

flexible with these budgets. If we are given the opportunity to interview and subsequently negotiate a contract, MCE will negotiate in good faith to provide the City of Cudahy with the best value work program that best fits the current and future needs for the City of Cudahy. Changes to the initial work program, based on discussions of specific levels of service per site and other factors could lead to an overall increase or decrease depending upon specific changes.

Additionally, if awarded the contract, MCE will provide a complete landscape and facility inventory of the system at no additional cost for the purpose of developing work programs based on actual inventory of maintainable features. This would be completed during the first 6 months with on-site personnel and prior to development of the FY 16-17 maintenance work program and budget. This inventory is important in developing realistic work programs and budgets. Presently it is a time and material work program. It may be adjusted to a mix of fixed costs and time and material costs to best reflect the desires of the City and to recognize the many variables in place. Park and landscape maintenance is rarely static. Neither is MCE. We have established long term relationships by being flexible and aware of our client's needs.

We hope to be granted an interview. There is so much more about MCE than can be communicated in an RFP format. We have programs and policies in place to ensure we provide the best value and wish to share them with the City of Cudahy.

The RFP required the following information in the cover letter section;

Principal Place of Business

MCE Corporation  
6515 Trinity Court  
Dublin CA 94568

Main Contact Information

Steve Loweree  
Sr. Vice-President- Maintenance Division/Corporation Secretary  
Office 925-452- 2709  
Cell 925-766-0756  
Fax 925-803-4404  
[sloweree@mce-corp.com](mailto:sloweree@mce-corp.com)

Principal Office Contact Information

Jeff Core  
President/CEO  
6515 Trinity Court  
Dublin CA 94568  
Office 925-452-2704  
[jcore@mce-corp.com](mailto:jcore@mce-corp.com)

Dan Furtado  
Sr. Vice President Construction Division  
6515 Trinity Court  
Dublin CA 94568  
Office 925-452-2712  
[jcore@mce-corp.com](mailto:jcore@mce-corp.com)

Steve Loweree  
Sr. Vice President Maintenance Division/ Corporation Secretary  
6515 Trinity Court  
Dublin CA 94568  
Office 925-452-2709  
[sloweree@mce-corp.com](mailto:sloweree@mce-corp.com)

Dean McDonald  
Vice President Maintenance Division  
6515 Trinity Court  
Dublin CA 94568  
Office 925-452-2726  
[dmcdonald@mce-corp.com](mailto:dmcdonald@mce-corp.com)

Justin Bray  
Project Manager Construction Division  
6515 Trinity Court  
Dublin CA 94568  
Office 925-452-2713  
[jbray@mce-corp.com](mailto:jbray@mce-corp.com)

Legal Status of Firm

MCE Corporation was incorporated in 1983.

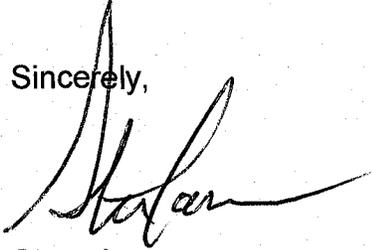
Documentation of Financial Status

MCE Corporation has no pending bankruptcies, liens, stop notices, judgments, lawsuits or foreclosures nor any actions unresolved. For calendar year 2014, MCE had revenues of \$ 13,541,845.

MCE Corporation has the financial ability and strength to maintain a staff of regular employees to ensure the continuous performance of the contract with the City of Cudahy. Additionally the equipment assigned to the City of Cudahy will be in good to excellent condition and capable of providing continuous service. Financial stability can be verified online with MCE's Dun & Bradstreet number 102950870

MCE desires to use some portion of the Lugo Park Maintenance yard to store equipment and dispatch crews from. All of our municipal contracts, except one, are based out of City yards. This allows for efficient use of time to dispatch and better communication.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Loweree", with a long, sweeping underline.

Steve Loweree  
Senior Vice President-Maintenance Division  
MCE Corporation



## **Required Submittals**

Included on the following pages are the following;

- False Claims Act Certification
- Civil Litigation Certification

Acceptance of Conditions including sample Professional Services Agreement

MCE accepts the conditions of the facilities and landscapes in so far as we have prepared time and material work program to maintain these locations to an improved condition.

MCE notes the following with regards to the sample Professional Services Agreement. These are discussion points only.

- Page 23, item 2.1- Should Superintendent be the City Manager or his/her designee?
- Page 24, item 2.4F – Add “providing services under this agreement” after “All of CONSULTANT’s employees and agents” in first line.
- Page 30, item 5.1 TERMINATION WITHOUT CAUSE- MCE will ask for reciprocal termination abilities.
- Page 32, item C- MCE suggests 20 days instead of 45 days where 45 days is shown in this section.

CITY OF CUDAHY  
CITY HALL  
5220 SANTA ANA STREET  
CUDAHY, CALIFORNIA 90201  
FALSE CLAIMS/  
FALSE CLAIMS ACT CERTIFICATION  
(PROJECT MANAGEMENT SERVICES RFP)

Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

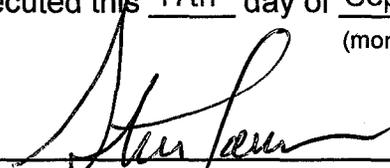
I, Steve Loweree, am the Sr. Vice President - Maintenance  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of MCE Corporation (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting a proposal to the City of Cudahy, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed this 17th day of September at Dublin, California  
(month and year) (city and state)

By   
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

CITY OF CUDAHY  
CITY HALL  
5220 SANTA ANA STREET  
CUDAHY, CALIFORNIA 90201  
CIVIL LITIGATION HISTORY/  
CIVIL LITIGATION CERTIFICATION  
(PROJECT MANAGEMENT SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.** For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

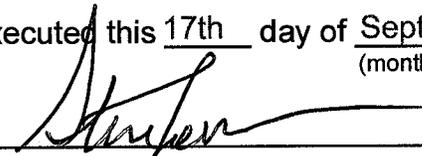
CIVIL LITIGATION CERTIFICATION

**If the Proposer has no civil litigation history to report as described above, complete the following:**

I, Steve Loweree, am the Sr. Vice President - Maintenance  
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)  
of MCE Corporation (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

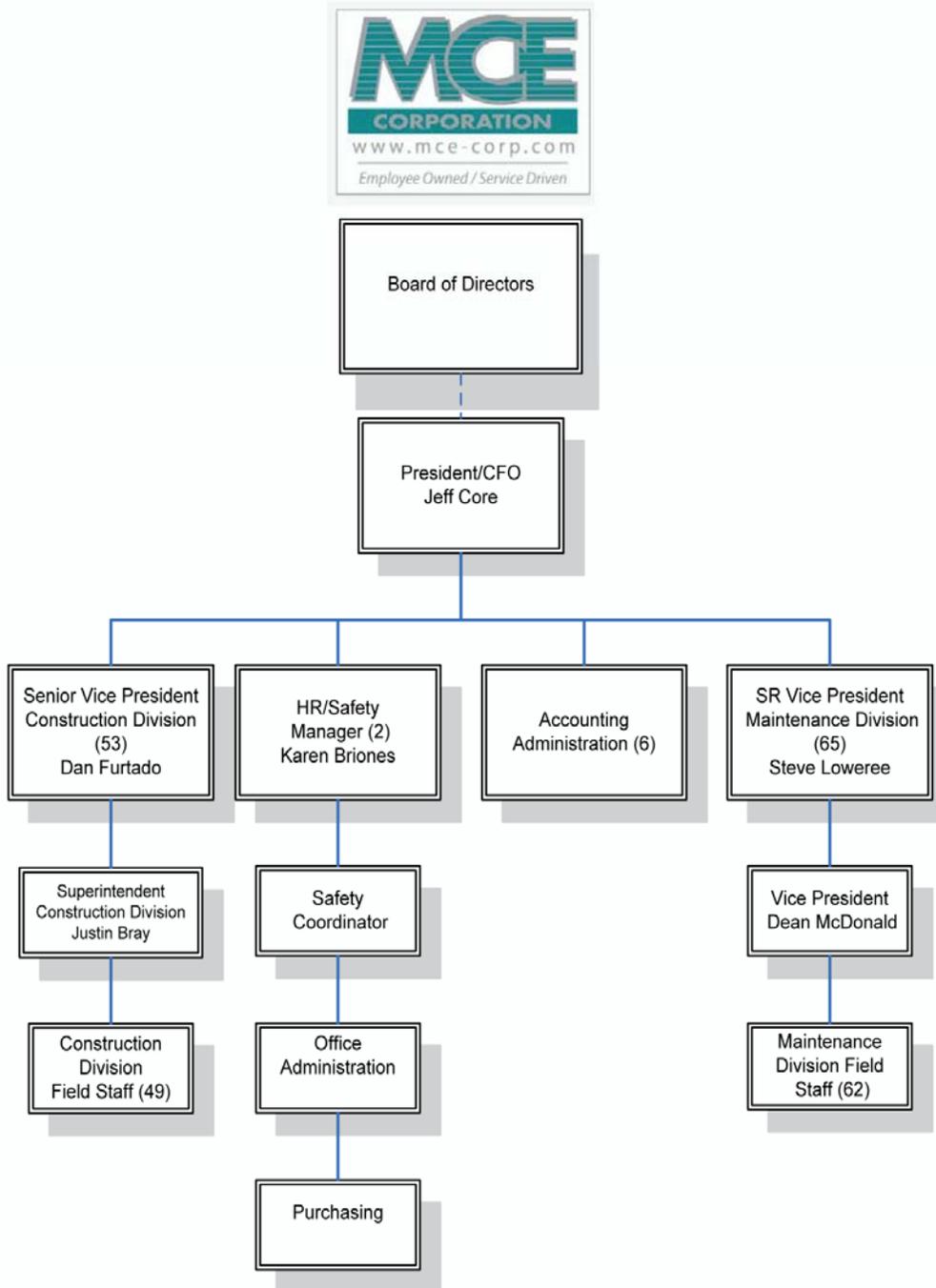
In submitting a Proposal to the City of Cudahy for Project Management Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed this 17th day of September at Dublin, California  
(month and year) (city and state)  
by   
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)



## Organizational Information



**Experience/ Education of Key Management**

**Steve Loweree Sr. Vice-President - Maintenance Division - 30 Year Employee**

Vice President-Maintenance Division- MCE: Mr. Loweree has been providing overall supervision of all maintenance management contracts and the division since 1996. Duties include meeting with clients to review work programs, budgets and schedules of work. In this capacity he has developed bid specifications, bid various subcontract services, hired dedicated in-house staff, developed annual work programs and budgets, worked with City staff to develop system protocols for service requests, emergency call out procedures, and emergency response manuals, in addition to, performing various other start up activities.

Maintenance Superintendent - MCE: Assigned for nine years to this position in the City of Dublin. Developed and implemented work programs and budgets for two new departments (Park and Buildings), as well as an existing department (Streets). Supervised the work performed by in-house crews, as well as all subcontract work and the negotiation of subcontract prices and specifications.

Landscape Foreman-MCE: Landscape Foreman for municipal landscape planting and irrigation projects for two years.

Landscape Foreman-Phillips Landscaping: Seven years with Phillips Landscaping in Hudson, Ohio, after starting as a laborer. Responsible for both construction and maintenance accounts, including crew supervision, scheduling and customer service.

**Dean McDonald Vice President/Certified Arborist/Tree Risk Assessment Qualified- 20 Year Employee**

Certifications: ISA Certified Arborist- WE10335A

Vice President / Project Manager - MCE: Mr. McDonald is currently providing direct field supervision of maintenance contracts in Dublin, Lafayette and Atherton. On all projects, Mr. McDonald is the direct contact with the client and actively participates in the on-site quality assurance program, quarterly performance reviews, safety inspections, annual revision and approval of work

programs / budgets and provides for technical and management assistance on an as needed basis.

Branch Manager – Tru Green Landcare: Responsible for assisting in the overall management of the Concord Branch. Directly supervised 19 employees and serviced 73 customers with monthly revenue of \$500,000.00

Maintenance Superintendent – MCE: Mr. McDonald started in 1989 as a landscape laborer and was promoted to Park Foreman in 1990. Promoted to Sr. Foreman in 1992. Placed in City of Alameda as Park Manager in 1994. In this position was responsible for supervision of City park personnel and all park maintenance operations. 1995 returned to Dublin as Maintenance Superintendent. As Superintendent, his duties included maintaining facilities including streets, parks, building and right of ways. Duties included oversight of all daily functions of Park and Street crews. Reviewed daily, weekly and monthly schedules. Responded directly to calls or formal service requests from the City staff or residents and attended meetings of City staff and other agencies at the request of City. Provided inspections on landscapes and other facilities that were turned over to City.

**Ed Murdock                      Quality    Assurance/PCA/Certified    Arborist-    10    Year  
Employee**

Certifications:            Pest Control Advisors License- No. 73962, QAC- No. 121774, QAL- No. 124447 and ISA Certified Arborist- WE1913A

Quality Assurance Inspector – MCE: Since 2012, Mr. Murdock’s primary functions with MCE has been as a quality assurance inspector for MCE’s contract with the City of Fremont in which he provides inspections of the city’s maintenance contractor. In addition to these duties, he provides safety inspections and compliance monitoring, arborist and pest control advisor services and training of MCE employees engaged in chemical applications.

Maintenance Superintendent – MCE: From 2006 to 2011, Mr. Murdock was Maintenance Superintendent in cities such as Brentwood, Lafayette and Dublin. He served a variety of capacities in these cities similar to his previous duties with the City of Livermore and LARPD.

Maintenance Supervisor – City of Livermore: From 1990 to 2005, Mr. Murdock was with the City in a variety of capacities. He retired in 2005 as the Maintenance Supervisor. Mr. Murdock was responsible for the daily

supervision of all crews performing landscape maintenance in addition to managing contract services.

Senior Supervisor – Livermore Area Park & Recreation District (LARPD):

From 1981 to 1990 Mr. Murdock was with LARPD in a variety of capacities. Mr. Murdock was responsible for the daily supervision of all crews performing landscape maintenance in addition to managing contract services, fleet management and building maintenance

**Tom Worster      IT Manager – 2 Year Employee**

Education: MBA – Information Technologies- University of Phoenix, B.S. Marketing- University of Phoenix

Mr. Worster is responsible for all technologies and application development at MCE Corporation. He has developed specific applications for field maintenance management and supports the MCE maintenance management system (MMS), equipment management systems and cost accounting applications.

His professional background covers more than 30 years in software engineering/application design and development, technology management, financial planning, budgeting, project management, accounting, and supervision.

Prior to joining MCE, Mr. Worster owned and operated several small companies; including a software engineering and consulting firm, a broadband engineering firm and was employed as Director of Information Technology in the medical industry.

- The number of MCE personnel holding special landscape certifications include;
  - PCA-1
  - QAL-2
  - QAC- 4
  - Certified Arborists-3
  - Bay Friendly Landscape – 1



## **Previous Experience**

MCE Corporation was established in 1983 and has a history of developing long-term relationships with municipal clients. The company is a client-oriented firm and is best known for its innovative accomplishments in managing and performing municipal maintenance services on a contract basis. MCE has successfully applied maintenance management principals to the actual hands-on management and performance on numerous municipal contract services throughout California in the areas of:

- Parks / Roadside Landscape Maintenance
- Street / Pavement Maintenance
- Storm Drain / Flood Control Maintenance
- Buildings / Grounds Maintenance

Our clients receive the benefits of comprehensive management systems that provide for the advanced planning necessary to extend the life and protect the investment in their facilities. Our highly qualified staff works with customers to ensure that services provided are high quality, reliable and cost effective. MCE maintains a relatively small client base so that we can better serve our municipal partners. The RFP requested 5 similar projects and 3 references. We submit 6 of each.

### **Contract Agency: City of Dublin**

Contract Title: Public Works Municipal Services

Project Manager: Gary Husing  
Public Works Director  
City of Dublin  
100 Civic Plaza, Dublin, CA 94568  
(925) 833-6636  
Email ~ [gary.husing@ci.dublin.ca.us](mailto:gary.husing@ci.dublin.ca.us)

Contract Period: 1984 to Present. These have been a series of 3 year contracts since 1984. In 2012, MCE was awarded a 5 year contract.

Contract Scope: Full service Public Works maintenance including parks, streets, landscape, buildings, drainage maintenance and special events. In parks, these services include the routine landscape maintenance functions inherent to all municipal park systems in addition to all other maintenance tasks

including, but not limited to ball field prep and maintenance, synthetic field maintenance and repair, restroom maintenance and repair, fountain maintenance, playground maintenance, special event support, sports league liaison committee member and plan review of new projects.

Contract Amount: FY 15-16 is estimated at \$4,200,000 of which \$ 1,800,000 is dedicated to park and landscape maintenance and \$ 408,000 is dedicated to building maintenance

**Contract Agency: City of Bell**

Contract Title: Facilities Maintenance Services

Project Manager: Allan Perdomo,  
Interim Community Services Director  
City of Bell  
6330 Pine Avenue  
Bell, CA 90201  
(818) 859-6890  
Email ~ [aperdomo@CITYOFBELL.ORG](mailto:aperdomo@CITYOFBELL.ORG)

Contract Period: August, 2013 to August, 2016. Contract is for 3 years with options

Contract Scope: Full service building maintenance services including all routine tasks such as general repairs, preventive maintenance and other associated tasks

Contract Amount FY 15-16 is estimated at \$ 70,000

**Contract Agency: Town of Atherton**

Contract Title: Maintenance Management Services

Project Manager: Steve Tyler  
Public Works Superintendent  
Town of Atherton  
91 Ashfield Road  
Atherton, California  
(650)-752-0541  
Email ~ [styler@ci.atherton.ca.us](mailto:styler@ci.atherton.ca.us)

Contract Period: September 2011 through June 2014. Town has recently determined to award MCE a three year extension beginning July 2015

Contract Scope: Full service Public Works Maintenance including parks, streets, landscape, buildings, drainage maintenance and special events. In parks, these services include the routine landscape maintenance functions inherent to all municipal park systems in addition to all other maintenance tasks including, but not limited to ball field maintenance, restroom maintenance and repair, fountain maintenance, playground maintenance, special event support among other services.

Contract Amount: FY 15-16 is estimated at \$540,000 of which \$ 185,000 is dedicated to park and landscape maintenance and \$80,000 dedicated to building maintenance.

**Contract Agency: City of Lafayette**

Contract Title: Public Works Municipal Services

Project Manager: Mike Moran  
Associate Engineer  
City of Lafayette  
3675 Mt. Diablo Blvd. #210  
Lafayette, CA 94549  
(925) 766-7431  
Email ~ [MMoran@ci.lafayette.ca.us](mailto:MMoran@ci.lafayette.ca.us)

Contract Period: August 1997 to Present

Contract Scope: Full service Public Works Maintenance including park, streets, landscape, drainage maintenance and special events. In landscape, these services include the routine landscape maintenance functions inherent to all municipal landscape systems including, but not limited to right of way maintenance and special event support.

Contract Amount FY 15-16 is estimated at \$650,000, of which \$200,000 is dedicated to park and landscape maintenance

**Contract Agency: City of Pomona**

Contract Title: Parks and Landscape Facilities Maintenance

Project Manager: Christopher Hentzen  
Contracts Coordinator  
City of Pomona  
636 W. Monterey Avenue  
Pomona, CA 91769  
(909 ) 802-7404  
Email ~ Christopher\_Hentzen@ci.pomona.ca.us

Contract Period: April 2014 to Present. Contract is for 3 years with options

Contract Scope: Full service park and landscape maintenance services including all routine tasks such as mowing, irrigation, etc... Also includes restroom maintenance, ball field maintenance and renovations, lawn bowling maintenance, turf renovations and most other activities typically associated with park and landscape maintenance

Contract Amount FY 15-16 is estimated at \$1,200,000,

**Contract Agency: City of Diamond Bar**

Contract Title: Right of Way and Vegetation Maintenance Services

Project Manager: David Liu  
Director of Public Works/City Engineer  
City of Diamond Bar  
21825 East Copley Drive  
Diamond Bar, California 91765  
909-839-7061  
E Mail –[David.liu@ci.diamond-bar.ca.us](mailto:David.liu@ci.diamond-bar.ca.us)

Contract Period: July 1, 2000 through to June 30, 2019

Contract Scope: Right of Way vegetation and litter control along major streets.

Contract Amount FY 15-16 is estimated at \$180,000



Contractors Licenses

STATE OF CALIFORNIA

# Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code  
and the Rules and Regulations of the Contractors State License Board,  
the Registrar of Contractors does hereby issue this license to:

MCE CORPORATION

to engage in the business or act in the capacity of a contractor  
in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR  
C27 - LANDSCAPING  
HIC - HOME IMPROVEMENT CERTIFICATION  
B - GENERAL BUILDING CONTRACTOR

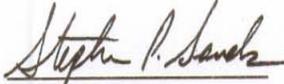
Witness my hand and seal this day,  
November 17, 2003

**Issued May 6, 1983**

  
SIGNATURE OF LICENSEE

  
SIGNATURE OF LICENSE QUALIFIER

This license is the property of the Registrar of Contractors,  
is not transferrable, and shall be returned to the Registrar  
upon demand when suspended, revoked, or invalidated  
for any reason. It becomes void if not renewed.

  
Stephen P. Sands  
Registrar of Contractors

439295  
License Number

STATE OF CALIFORNIA

## Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

**MCE CORPORATION**

to engage in the business or act in the capacity of a contractor in the following classification(s):

**C12 - EARTHWORK AND PAVING  
C-8 - CONCRETE**

Witness my hand and seal this day,  
November 17, 2003

**Issued May 6, 1983**

*[Signature]*  
SIGNATURE OF LICENSEE

*[Signature]*  
SIGNATURE OF LICENSE QUALIFIER

*[Signature]*  
Stephen P. Sands  
Registrar of Contractors

439295  
License Number

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

13L-24 (REV. 7-01) OSP 01 59448 AUG 17 00 30 097



State of California  
Consumer Affairs

State of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number **439295** Entity **CORP**

Business Name **MCE CORPORATION**

Classification(s) **C12 C-8 A C27 B**

Expiration Date **05/31/2017** [www.cslb.ca.gov](http://www.cslb.ca.gov)





## **Procedures and Methodology**

MCE understands the needs of the City of Cudahy. MCE performed site visits, met with and toured the sites with Cudahy staff. In addition, MCE reviewed the city budget for FY 15-16 and understands, for instance, that the City planned on three months of maintenance by in house staff and then nine months of contracting. We realize that funding levels have been reduced over time and that the facilities are showing a level of disrepair and deferred maintenance.

The objectives of our proposal and work program are to re-establish a consistent level of service to the parks and buildings. It is imperative that a planned and consistent level of dependable maintenance be provided and sustained before the City embarks on improving or renovating it's parks and buildings. Once this is accomplished, then the City can determine the specific level of augmentation and renovation that will ultimately be necessary or desired.

MCE Corporation is proposing to manage and perform all of the City park,, landscape and building maintenance, with an experienced, highly qualified team of landscaping and facility professionals. The Project Team will provide for on-site project employees from MCE Corporation to be permanently assigned and committed to the successful performance of the City-wide parks and buildings. Our on-site project employees will be housed in field offices arranged for by MCE and configured to provide an optimum working environment for the management and performance of this multiple task project.

MCE Corporation will assign an experienced and fully qualified on-site Maintenance Field Supervisor to assume responsibility for day-to-day landscape and facility maintenance operations, ensuring that resources required to successfully complete the work are applied in a timely and cost effective manner. In addition to providing the necessary communications with City of Cudahy staff, the MCE Maintenance Field Supervisor will be responsible for:

- Daily project supervision from our offices located in the City of Cudahy area;
- Responding to service requests from City of Cudahy staff and the general public related to City park and building maintenance issues;
- Supervision of scheduling and work reporting procedures;
- Supervision of project staff;
- Coordination of emergency response procedures;
- Review and control of work accomplishment;
- On-site supervision of irrigation, fertilization and chemical management plans;

- Assisting the City in determining future maintenance needs of new and existing facilities; and,
- Overall on-site responsibility for administration of landscape and facility maintenance services.

The assigned on-site management staff has a significant influence upon the success of the City of Cudahy's park and building maintenance services contract. For this reason, MCE Corporation will assign a Maintenance Field Supervisor with the qualifications and project experience required to successfully complete the City of Cudahy project.

The on-site Field Maintenance Supervisor will receive Corporate Office direction and support from our Project Manager. The Project Manager will be responsible for direct control of project coordination, including landscaping and facility maintenance methods and techniques, project manpower and equipment utilization, direct project hiring, subcontractor procurement, project negotiations, and the administration of the project quality assurance program.

A Project Organization Chart for the City of Cudahy's park and building maintenance services project is provided after this section. The Organization Chart illustrates the relationship between MCE Corporate Office management staff and the on-site project staff, as well as the relationship between the City of Cudahy management representatives and MCE Project Team.

The success of the City of Cudahy's City park and building maintenance services project is not only dependent upon the key project on-site staff, but a project of this type must be provided with appropriate technical and management systems Corporate Office support. MCE Corporation has the resources, the proven performance on similar municipal projects and the commitment to provide the necessary Corporate Office support to ensure the success of the project.

Our experience on similar projects indicates that the majority of project management is typically handled by the on-site Maintenance Field Supervisor and our in-house Project Team of landscape/irrigation specialists and landscape and facility maintenance crews. In order to facilitate support, our Project Manager and staff will meet routinely with the on-site Maintenance Field Supervisor to review and assess project progress and to discuss methods of improving services. At the same time, meetings will also be held with the Project Manager, the on-site Maintenance Field Supervisor and City of Cudahy managers to review project status, discuss potential problems and identify methods for improving maintenance services. These meetings are generally held on a monthly basis, with the specific objective of reviewing ways and means of improving services and to determine if allocation of additional

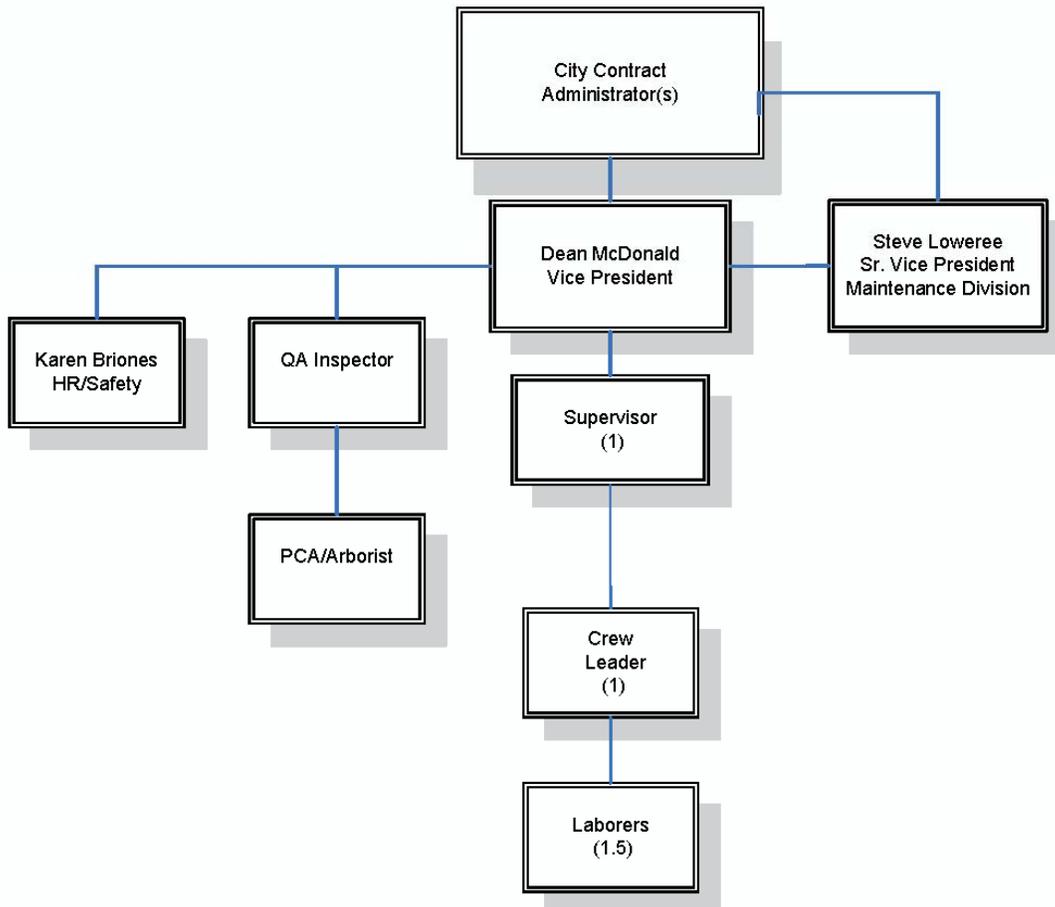
resources is required. Should a need arise for additional on-site support, MCE Corporation can and has provided immediate assistance from our Corporate Office located in Dublin, California.



### Proposed Staffing and Project Team



City of Cudahy Proposed Staffing Chart



Personnel Assigned to the City of Cudahy

MCE personnel are unique to the landscape and maintenance industry. All MCE employees are owners of the company through an ESOP (Employee Stock Ownership Plan). This, coupled with our extensive experience in providing municipal maintenance of all types, gives MCE the opportunity to hire and retain experienced professionals from both the private and public sector. Because our employees have a real and vested interest in the company, they are more customer focused and result oriented.

Upon notification by the City that MCE is the choice to go to City Council for award of contract, MCE will advertise immediately for these positions. In addition, these positions will be opened up to MCE personnel already assigned to its municipal client cities. It is MCE's intention to use multiple resources to secure the best and most qualified personnel available for the City of Cudahy

MCE will also consider hiring any displaced City of Cudahy employees for this project. MCE has experience with this process, most recently with the Town of Atherton when MCE hired 3 Town employees when that service was transitioned from an in house service to a contracted service with MCE. All prospective MCE employees must pass a physical, drug screen and background check before employment with MCE.

Below are the typical requirements of the proposed positions in Cudahy.

<b>TBD</b>	<b>Project Supervisor/Irrigation &amp; Spray Technician</b>
Education:	AA / BA-Horticulture / Related Degree Preferred or Equivalent Experience
Certifications:	Qualified Applicator's License / CLCA Certifications- Preferred
Experience:	7-10 Years in Supervision of Municipal Landscape Maintenance Contracts. 5-7 Years of irrigation maintenance and general landscape maintenance experience. 3-5 Years in municipal or large commercial landscape weed control and irrigation maintenance
<b>TBD</b>	<b>Crew Leader</b>
Experience:	3-5 Years in municipal or large commercial landscape turf mowing and landscape maintenance with at least one year as Crew Leader.

**TBD**

**Crew Members**

Experience: 1-3 Years in municipal or large commercial landscape maintenance



## **Education, Experience, Credentials of Project Team**

See resumes of key personnel in prior section.

MCE is registered for SB 854.

Registration Number: 1000001789



## **Identity of key personnel**

See resumes of key personnel in prior section.

Key management personnel (Steve Loweree and Dean McDonald) have been 30 and 20 years respectively with MCE for and are both Board of Directors of the firm. On-site staff, once assigned, will be solely dedicated to the City of Cudahy. No key on-site personnel will be removed without notification to the City of Cudahy.



## **Insurance**

On the following pages, MCE has provided our copies of our standard insurance coverages. Any requested changes to these coverages can be negotiated.



# CERTIFICATE OF LIABILITY INSURANCE

Attachment A  
DATE (MM/DD/YYYY)  
4/15/2015

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER OnPoint Underwriting Inc. 8390 E Crescent Pkwy, Suite 200 Greenwood Village, CO 80111	CONTACT NAME: Steven McComb	
	PHONE (A/C, No Ext): (360) 828-0644	FAX (A/C, NO): (360) 828-0699
EMAIL ADDRESS:		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A:	ACE American Insurance Company	22667
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
Barrett Business Services, Inc. L/C/F  
MCE CORPORATION  
6515 TRINITY CT  
DUBLIN, CA 94568

**COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUES OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE	\$	
								\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	RWC C48096761  Covered states: CA	12/01/14	12/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTHER	
							E.L. EACH ACCIDENT	\$2,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$2,000,000	
							E.L. DISEASE - POLICY LIMIT	\$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> MCE CORPORATION 6515 TRINITY CT DUBLIN CA 94568	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATA THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Richard Poling
--	--

c) 1988-2010 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

MCECO-1 OP ID: KL  
Attachment A  
DATE (MM/DD/YYYY)

07/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Legacy Risk & Insurance Svcs CA License #0H66758 1850 Mt. Diablo Blvd, Ste #400 Walnut Creek, CA 94596	<b>CONTACT NAME:</b> Kristen Loftin, CISR
	<b>PHONE (A/C, No, Ext):</b> 925-482-1000 <b>FAX (A/C, No):</b> 925-482-1001 <b>E-MAIL ADDRESS:</b> certificates@legacyrisk.net
<b>INSURED</b> MCE Corporation 6515 Trinity Court Dublin, CA 94568	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Travelers Indemnity Co of Conn      25682
	<b>INSURER B:</b> Travelers Prop Cas Co of Am      25674
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DT22-CO-3373B452-TCT-15	08/01/2015	08/01/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			DT-810-3373B452-TCT-15	08/01/2015	08/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			DTSM-CUP-3373B452-TIL-15	08/01/2015	08/01/2016	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Rented/Leased Eqp/Special Form			QT-660-4E989083-TIL-15	08/01/2015	08/01/2016	Limit	250,000
							Deduct	2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

<b>CERTIFICATE HOLDER</b>  MCECORP  MCE Corporation 6515 Trinity Court Dublin, CA 94568	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**NOTEPAD**

INSURED'S NAME MCE Corporation

MCECO-1  
OP ID: KL

**Attachment A**

Date 07/21/2015

\*\*\*THE FOLLOWING FORMS APPLY ONLY AS INDICATED IN THE DESCRIPTION OF OPERATIONS OR SUBSEQUENT SUPPLEMENTAL PAGES.\*\*\*

**GENERAL LIABILITY:**

- \* Additional Insured if required by written contract per form CGD2460805
- \* Coverage is primary & non-contributory if required by written contract per form CGD2460805
- \* Waiver of Subrogation if required by written contract per form CGD3161111

**AUTOMOBILE LIABILITY**

- \* Additional Insured if required by written contract per form CAT3530310 if required by written contract
- \* Waiver of Subrogation if required by written contract per form CAT3530310
- \* Blanket Loss Payee if required by written contract per form CA T4 45 04 09.

\*10 Day Notice of Cancellation for non-payment of premium.



**Fee/ Compensation Plan**

MCE is proposing to use a different compensation plan than the one provided for in the RFP. The costs of various tasks in each of the items A through E below can vary greatly. For example, the cost of repairing an irrigation valve can be far different than repairing a small pop up head. There are so many varied tasks and associated costs that to have a single rate will create an unfair situation for both the City of Cudahy and MCE. Additionally, mandated changes in prevailing wages and limitations provided by the Public Contracts Code (specifically as it relates to painting) are among just some of the factors which make a single rate problematic to apply to the work requested in the RFP.

H. **Fee/Compensation Plan** – Contractor shall perform the following tasks:

		RATE	UNIT
A.	Building Maintenance/Repairs	_____	Man – Hours
B.	Plumbing Maintenance/Repairs	_____	Man – Hours
C.	Electrical Maintenance/Repairs	_____	Man – Hours
D.	HVAC Maintenance	_____	Man – Hours
E.	Parks Maintenance/Landscaping	_____	Man – Hours
F.	Material Markup	_____ %	Percent
G.	Sub-contractor Markup	_____ %	Percent

The City will compensate the Contractor for the Services performed upon submission of a valid invoice. Each invoice shall include:

1. Line items for all the service provided and the amount of work done multiplied by the applicable rate.
2. Line items for all materials properly charged to the Services; and
3. Description of work completed including location, type of work, and man-hours.

We are proposing a time and material comprehensive work program based on estimated costs, production and levels of service in a Not To Exceed Format. This

means that MCE cannot spend more than the approved amount per the work program without the written consent of the City of Cudahy.

Performance Based Work Program and Budget

On the following pages are detailed and specific work programs for all of the facilities and locations in the RFP. As stated earlier, these are estimates. However, given our experience in the maintenance field, we believe these estimates are very representative of the effort and cost required to maintain these facilities and locations.

Material and Subcontractor Markup

MCE proposes a 10% markup on materials and a 12% markup on subcontractors.

MCE Proposed Rate Structure

See following page

**City of Cudahy Proposed Labor and Equipment Hourly Rates  
Fiscal Year 2015-2016  
For period of TBD, 2015 to June 30, 2016**

<b>Labor Classification</b>	REGULAR TIME		OVERTIME		SUNDAY& HOLIDAY	
Maint. Supervisor	\$	39.50	\$	53.33	\$	72.00
Laborer	\$	22.15	\$	29.90	\$	40.37

**Prevailing Wages**

Laborer 1	\$	56.21	\$	73.57	\$	90.93
Carpenter	\$	64.13	\$	87.36	\$	110.60
Painter	\$	51.02	\$	68.69	\$	68.69
Plumber	\$	77.87	\$	102.95	\$	127.09

Prevailing wages are set by the State of California. Typically updated in July of each year through a determination revision. Overtime and Sunday/Holiday are only used with permission of the City of Cudahy

<b>Equipment</b>	REGULAR TIME	
Pick Up Truck	\$	6.60
Utility Truck	\$	1.50
Flatbed Truck	\$	3.00
Trailer	\$	1.25
72" Mower	\$	7.00
36" Mower	\$	3.25
21" Mower	\$	1.10
Blower	\$	1.25
Weedeater	\$	1.35
Chain Saw	\$	2.25

Other equipment equipment as required at cost plus 10%

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area B01 CITY HALL/LIBRARY</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	48.980	1,175.52
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	80.200	481.20
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	40.000	HR	40.000	HR	1.000	40.00	47.330	1,893.20
B1-05A	ANN. P.M. EMERG. LIGHTS	9.00	EA	1.222	TIME	11.000	EA	0.230	2.53	44.520	112.64
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	81.540	652.32
B1-06A	QTRLY. P.M. PACKAGE HVAC	5.00	EA	4.000	TIMES	20.000	EA			80.000	1,600.00
B1-06B	ANN. P.M. EXHAUST FANS	4.00	EA	1.000	TIME	4.000	EA	0.350	1.40	43.700	61.18
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	74.120	741.20
B1-07A	ANN. P.M. EXTERIOR DOORS	6.00	EA	1.000	TIME	6.000	EA	0.165	0.99	43.950	43.51
B1-07B	ANN. P.M. INTERIOR DOORS	14.00	EA	1.000	TIME	14.000	EA	0.200	2.80	44.500	124.60
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR			137.500	137.50
B1-10	WALL MAINTENANCE	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	70.920	851.04
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	134.770	1,617.24
B1-11B	ANN. P.M. PLUMB. FIXTUR	17.00	EA	1.000	TIMES	17.000	EA	0.200	3.40	50.230	170.78
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	49.830	74.75
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	55.740	222.96
B1-15	FURNITURE MOVING	1.00	HR	12.000	HR	12.000	HR	1.000	12.00	42.830	513.96
B1-16	RESTROOM REPAIR	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	74.470	595.76
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	36.900	885.60
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	9.00	EA	1.000	TIMES	9.000	EA	0.200	1.80	148.180	266.72
B1-20	PEST CONTROL	1.00	HR	20.000	HR	20.000	HR	1.000	20.00	37.770	755.40
B1-21	JANITORIAL	10.14	MSF	12.000	TIMES	121.680	MSF			40.000	4,867.20
B1-23	ELECTRICAL	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	121.020	726.12
B1-23A	ANN. P.M. ELECT. SYSTEM	2.00	PANELS	1.000	TIMES	2.000	PANELS			150.000	300.00
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	89.800	179.60
B1-27	INTERIOR PAINTING	1.00	SYSTEM	4.500	HR	4.500	HR	1.000	4.50	67.450	303.53
B1-29	ROOF REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	90.750	363.00
B1-29A	ANN. P.M. ROOFS & DRAINS	10.14	MSF	1.000	TIMES	10.140	MSF	1.000	10.14	41.560	421.42
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	352.510	705.02
B1-44A	MONTHLY P.M. AED UNIT	2.00	EA	11.000	MO	22.000	EA	0.200	4.40	58.190	256.04
Location Subtotals:									227.46		21,099.00
<b>Area B02 BEDWELL HALL</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	48.310	386.48
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	71.700	286.80
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	47.560	1,141.44
B1-05A	ANN. P.M. EMERG. LIGHTS	9.00	EA	1.000	TIME	9.000	EA	0.230	2.07	44.520	92.16
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	113.420	680.52
B1-06A	QTRLY. P.M. PACKAGE HVAC	5.00	EA	4.000	TIMES	20.000	EA			80.000	1,600.00
B1-06B	ANN. P.M. EXHAUST FANS	2.00	EA	1.000	TIME	2.000	EA	0.500	1.00	49.410	49.41
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	74.570	298.28
B1-07A	ANN. P.M. EXTERIOR DOORS	14.00	EA	1.000	TIME	14.000	EA	0.200	2.80	49.660	139.05
B1-07B	ANN. P.M. INTERIOR DOORS	16.00	EA	1.000	TIME	16.000	EA	0.150	2.40	50.210	120.50
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	216.950	433.90
B1-10	WALL MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	72.510	725.10
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	100.850	806.80
B1-11B	ANN. P.M. PLUMB. FIXTUR	17.00	EA	1.000	TIMES	17.000	EA	0.150	2.55	50.230	128.09
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	49.830	74.75
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	66.110	198.33
B1-16	RESTROOM REPAIR	1.00	SYSTEM	10.000	HR	10.000	HR	0.700	7.00	70.070	490.49
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	24.000	HR	24.000	HR	0.808	19.39	41.120	797.40
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	7.00	EA	1.000	TIMES	7.000	EA	0.200	1.40	143.270	200.58
B1-20	PEST CONTROL	1.00	HR	16.000	HR	16.000	HR	1.000	16.00	38.150	610.40
B1-21	JANITORIAL	10.20	MSF	12.000	TIMES	122.400	MSF			30.000	3,672.00
B1-23	ELECTRICAL	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	148.200	889.20
B1-23A	ANN. P.M. ELECT. SYSTEM	3.00	PANELS	1.000	TIMES	3.000	PANELS			150.000	450.00
B1-25	APPLIANCE MAINT.	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	44.040	176.16
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	44.050	88.10
B1-27	INTERIOR PAINTING	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	61.080	122.16
B1-29	ROOF REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	120.650	482.60
B1-29A	ANN. P.M. ROOFS & DRAINS	10.20	MSF	1.000	TIMES	10.200	MSF	0.750	7.65	43.810	335.15
B1-44A	MONTHLY P.M. AED UNIT	1.00	EA	11.000	MO	11.000	EA	0.200	2.20	58.190	128.02
Location Subtotals:									152.96		15,603.85
<b>Area B03 CUDAHY PARK SNACK BAR</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	32.120	64.24

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/ Unit	Total Hours	Unit Cost	Total Cost
<b>Area B03 CUDAHY PARK SNACK BAR</b>											
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	1.500	HR	1.500	HR	1.000	1.50	39.900	59.85
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	59.320	59.32
B1-10	WALL MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	48.980	48.98
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	110.560	442.24
B1-11B	ANN. P.M. PLUMB. FIXTUR	6.00	EA	1.000	TIMES	6.000	EA	0.165	0.99	46.800	46.33
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	60.350	90.53
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	49.350	98.70
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	1.00	EA	2.000	TIMES	2.000	EA	0.250	0.50	132.120	66.06
B1-20	PEST CONTROL	1.00	HR	2.000	HR	2.000	HR	2.000	4.00	37.560	150.24
B1-23	ELECTRICAL	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	242.550	242.55
B1-23A	ANN. P.M. ELECT. SYSTEM	1.00	PANELS	1.000	TIMES	1.000	PANELS			150.000	150.00
B1-29	ROOF REPAIR	1.00	SYSTEM	1.500	HR	1.500	HR	1.000	1.50	73.100	109.65
B1-29A	ANN. P.M. ROOFS & DRAINS	0.80	MSF	1.000	TIMES	0.800	MSF	1.200	0.96	43.810	42.06
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	55.370	110.74
B1-44A	MONTHLY P.M. AED UNIT	1.00	EA	11.000	MO	11.000	EA	0.200	2.20	58.190	128.02
Location Subtotals:									26.15		1,909.50
<b>Area B04 CLARA PARK -TURNER HALL AND GYM</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	44.050	1,057.20
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	76.360	381.80
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	48.000	HR	48.000	HR	1.000	48.00	41.330	1,983.84
B1-05A	ANN. P.M. EMERG. LIGHTS	9.00	EA	1.000	TIME	9.000	EA	0.230	2.07	50.230	103.98
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	97.320	973.20
B1-06A	QTRLY. P.M. PACKAGE HVAC	6.00	EA	4.000	TIMES	24.000	EA			80.000	1,920.00
B1-06B	ANN. P.M. EXHAUST FANS	4.00	EA	1.000	TIME	4.000	EA	0.500	2.00	55.770	111.54
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	74.250	891.00
B1-07A	ANN. P.M. EXTERIOR DOORS	10.00	EA	1.000	TIME	10.000	EA	0.180	1.80	49.660	89.39
B1-07B	ANN. P.M. INTERIOR DOORS	25.00	EA	1.000	TIME	25.000	EA	0.150	3.75	50.210	188.29
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	147.980	443.94
B1-10	WALL MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	71.330	713.30
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	16.000	HR	16.000	HR	1.000	16.00	111.900	1,790.40
B1-11B	ANN. P.M. PLUMB. FIXTUR	34.00	EA	1.000	TIMES	34.000	EA	0.125	4.25	50.230	213.48
B1-11E	ANN. P.M. DRINK. FOUNTAIN	2.00	EA	1.000	TIMES	2.000	EA	1.000	2.00	50.230	100.46
B1-11G	ANN. P.M. WATER HEATER	2.00	EA	1.000	TIMES	2.000	EA	1.500	3.00	60.350	181.05
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	42.230	211.15
B1-16	RESTROOM REPAIR	1.00	SYSTEM	16.000	HR	16.000	HR	1.000	16.00	60.790	972.64
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	32.000	HR	32.000	HR	1.000	32.00	43.270	1,384.64
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	9.00	EA	1.000	TIMES	9.000	EA	0.150	1.35	132.120	178.36
B1-20	PEST CONTROL	1.00	HR	24.000	HR	24.000	HR	1.000	24.00	35.490	851.76
B1-21	JANITORIAL	22.30	MSF	12.000	TIMES	267.600	MSF			40.000	10,704.00
B1-23	ELECTRICAL	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	202.450	1,214.70
B1-23A	ANN. P.M. ELECT. SYSTEM	4.00	PANELS	1.000	TIMES	4.000	PANELS			150.000	600.00
B1-25	APPLIANCE MAINT.	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	68.290	136.58
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	44.050	176.20
B1-27	INTERIOR PAINTING	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	72.510	290.04
B1-29	ROOF REPAIR	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	84.660	423.30
B1-29A	ANN. P.M. ROOFS & DRAINS	22.30	MSF	1.000	TIMES	22.300	MSF	0.500	11.15	43.810	488.48
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	65.370	261.48
B1-44A	MONTHLY P.M. AED UNIT	2.00	EA	11.000	MO	22.000	EA	0.250	5.50	58.190	320.04
Location Subtotals:									266.87		29,356.24
<b>Area B05 CLARA PARK EXPANSION -SNACK BAR</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	48.980	48.98
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	73.980	73.98
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	108.510	108.51
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	60.350	90.53
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	64.100	64.10
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	1.00	EA	1.000	TIMES	1.000	EA	0.170	0.17	132.120	22.46
B1-20	PEST CONTROL	1.00	HR	2.000	HR	2.000	HR	1.000	2.00	40.560	81.12
B1-23A	ANN. P.M. ELECT. SYSTEM	1.00	PANELS	1.000	TIMES	1.000	PANELS			63.590	63.59
B1-29	ROOF REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	67.390	134.78
B1-29A	ANN. P.M. ROOFS & DRAINS	1.60	MSF	1.000	TIMES	1.600	MSF	0.800	1.28	43.810	56.08
Location Subtotals:									10.95		744.12

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area B06 LUGO PARK -SNACK BAR</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	32.120	64.24
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	52.900	105.80
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	79.700	159.40
B1-07A	ANN. P.M. EXTERIOR DOORS	2.00	EA	1.000	TIME	2.000	EA	0.260	0.52	60.190	31.30
B1-10	WALL MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	48.980	48.98
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	125.540	502.16
B1-11B	ANN. P.M. PLUMB. FIXTUR	6.00	EA	1.000	TIMES	6.000	EA	0.165	0.99	57.300	56.73
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	60.350	90.53
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	64.100	128.20
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	1.00	EA	3.000	TIMES	3.000	EA	0.170	0.51	132.120	67.38
B1-23	ELECTRICAL	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	148.960	297.92
B1-23A	ANN. P.M. ELECT. SYSTEM	1.00	PANELS	1.000	TIMES	1.000	PANELS			150.000	150.00
B1-29	ROOF REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	67.390	134.78
B1-29A	ANN. P.M. ROOFS & DRAINS	1.76	MSF	1.000	TIMES	1.760	MSF	1.200	2.11	43.810	92.53
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	55.370	110.74
B1-44A	MONTHLY P.M. AED UNIT	1.00	EA	11.000	MO	11.000	EA	0.200	2.20	58.190	128.02
Location Subtotals:									26.83		2,168.70

<b>Area B07 LUGO PARK -TEEN CENTER/FITNESS GYM, YARD</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	44.050	1,057.20
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	76.360	610.88
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	36.000	HR	36.000	HR	1.000	36.00	43.330	1,559.88
B1-05A	ANN. P.M. EMERG. LIGHTS	9.00	EA	1.000	TIME	9.000	EA	0.230	2.07	50.230	103.98
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	103.580	1,242.96
B1-06A	QTRLY. P.M. PACKAGE HVAC	6.00	EA	4.000	TIMES	24.000	EA			150.000	3,600.00
B1-06B	ANN. P.M. EXHAUST FANS	4.00	EA	1.000	TIME	4.000	EA	0.500	2.00	49.410	98.82
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	74.250	891.00
B1-07A	ANN. P.M. EXTERIOR DOORS	10.00	EA	1.000	TIME	10.000	EA	0.180	1.80	60.190	108.34
B1-07B	ANN. P.M. INTERIOR DOORS	24.00	EA	1.000	TIME	24.000	EA	0.154	3.70	50.210	185.58
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	155.980	467.94
B1-10	WALL MAINTENANCE	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	87.040	522.24
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	120.300	1,203.00
B1-11B	ANN. P.M. PLUMB. FIXTUR	34.00	EA	1.000	TIMES	34.000	EA	0.125	4.25	50.230	213.48
B1-11E	ANN. P.M. DRINK. FOUNTAIN	2.00	EA	1.000	TIMES	2.000	EA	1.000	2.00	60.510	121.02
B1-11G	ANN. P.M. WATER HEATER	2.00	EA	1.000	TIMES	2.000	EA	1.500	3.00	60.350	181.05
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	52.700	263.50
B1-16	RESTROOM REPAIR	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	66.390	663.90
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	32.000	HR	32.000	HR	1.000	32.00	43.270	1,384.64
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	9.00	EA	1.000	TIMES	9.000	EA	0.150	1.35	132.120	178.36
B1-20	PEST CONTROL	1.00	HR	24.000	HR	24.000	HR	1.000	24.00	37.770	906.48
B1-21	JANITORIAL	20.10	MSF	12.000	TIMES	241.200	MSF			40.000	9,648.00
B1-23	ELECTRICAL	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	184.060	1,472.48
B1-23A	ANN. P.M. ELECT. SYSTEM	4.00	PANELS	1.000	TIMES	4.000	PANELS			150.000	600.00
B1-25	APPLIANCE MAINT.	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	68.290	136.58
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	44.050	176.20
B1-27	INTERIOR PAINTING	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	72.510	290.04
B1-29	ROOF REPAIR	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	84.660	507.96
B1-29A	ANN. P.M. ROOFS & DRAINS	20.10	MSF	1.000	TIMES	20.100	MSF	0.873	17.55	43.810	768.75
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	65.370	130.74
B1-44A	MONTHLY P.M. AED UNIT	2.00	EA	11.000	MO	22.000	EA	0.250	5.50	58.190	320.04
Location Subtotals:									251.21		29,615.04

<b>Area D01 4613 - 4615 CLARA ST</b>											
A6-01	LITTER REMOVAL /CAN EMPTY	1.00	SYS	12.000	TIMES	12.000	HOURS	3.000	36.00	30.910	1,112.76
A6-90	GRAFFITI REMOVAL	1.00	RD MI	12.000	HR	12.000	HR	2.000	24.00	68.080	1,633.92
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	8.000	HR	8.000	HR	2.000	16.00	38.450	615.20
Location Subtotals:									76.00		3,361.88

<b>Area D02 7630 - 7644 ATLANTIC AVE</b>											
A6-01	LITTER REMOVAL /CAN EMPTY	1.00	SYS	12.000	TIMES	12.000	HOURS	1.000	12.00	30.910	370.92
A6-90	GRAFFITI REMOVAL	1.00	RD MI	12.000	HR	12.000	HR	1.000	12.00	61.690	740.28
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	4.000	HR	4.000	HR	2.000	8.00	40.740	325.92

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area D02 7630 - 7644 ATLANTIC AVE</b>											
Location Subtotals:									32.00		1,437.12
<b>Area D03 5256 - 5260 ELIZABETH ST</b>											
A6-01	LITTER REMOVAL /CAN EMPTYI	1.00	SYS	12.000	TIMES	12.000	HOURS	3.000	36.00	30.910	1,112.76
A6-90	GRAFFITI REMOVAL	1.00	RD MI	12.000	HR	12.000	HR	1.000	12.00	64.630	775.56
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	10.000	HR	10.000	HR	2.000	20.00	40.740	814.80
Location Subtotals:									68.00		2,703.12
<b>Area D04 8100 - 8110 ATLANTIC AVE</b>											
A6-01	LITTER REMOVAL /CAN EMPTYI	1.00	SYS	12.000	TIMES	12.000	HOURS	2.500	30.00	32.960	988.80
A6-90	GRAFFITI REMOVAL	1.00	RD MI	12.000	HR	12.000	HR	1.000	12.00	64.630	775.56
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	10.000	HR	10.000	HR	2.000	20.00	40.740	814.80
Location Subtotals:									62.00		2,579.16
<b>Area D05 4720 - 4734 SANTA ANA ST</b>											
A6-01	LITTER REMOVAL /CAN EMPTYI	1.00	SYS	12.000	TIMES	12.000	HOURS	2.000	24.00	32.960	791.04
A6-90	GRAFFITI REMOVAL	1.00	RD MI	12.000	HR	12.000	HR	1.000	12.00	64.630	775.56
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	12.000	HR	12.000	HR	1.000	12.00	36.680	440.16
Location Subtotals:									48.00		2,006.76
<b>Area P01 CUDAHY PARK</b>											
A3-02	STAKE MAINTENANCE	1.00	SYS	2.000	TIMES	2.000	HOURS	2.000	4.00	33.760	135.04
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	12.000	12.00	47.420	569.04
A6-01	LITTER REMOVAL /CAN EMPTYI	1.00	SYS	300.000	TIMES	300.000	HOURS	1.000	300.00	26.110	7,833.00
A6-03	LEAF PICKUP	1.00	SYS	4.000	TIMES	4.000	HOURS	19.000	76.00	39.130	2,973.88
A6-08	MULCHING	1.00	SYS	1.000	TIMES	1.000	HOURS	4.000	4.00	53.760	215.04
A6-10	P/T BEDDINGS	1.00	SYS	3.000	TIMES	3.000	HOURS	3.500	10.50	39.050	410.02
A6-16	SHRUB PRUNING	1.00	SYS	3.000	TIMES	3.000	HOURS	8.000	24.00	40.320	967.68
A6-17	WEED CONTROL (PRE EMERGE	0.30	ACRES	1.000	TIMES	0.300	ACRES	1.350	0.41	94.620	38.32
A6-18	WEED CONTROL (POST EMERG	0.30	ACRES	24.000	TIMES	7.200	ACRES	1.500	10.80	66.620	719.50
A6-19	FERTILIZATION	0.30	ACRES	2.000	TIMES	0.600	ACRES	2.000	1.20	76.220	91.46
A6-21	MOWING /EDGING/TRIMMING-R	4.28	ACRES	45.000	TIMES	192.600	ACRES	2.100	404.46	40.850	16,522.19
A6-23	AERATION - REGULAR TURF	4.28	ACRES	2.000	TIMES	8.560	ACRES	1.250	10.70	79.620	851.93
A6-25	WEED CONTROL-POST E	4.28	ACRES	2.000	TIMES	8.560	ACRES	1.500	12.84	71.620	919.60
A6-26	TURF RENOVATION-SPOT	4.28	ACRES	0.100	TIMES	0.430	ACRES	15.000	6.45	149.620	965.05
A6-27	WEED CONTROL-PRE E	4.28	ACRES	1.000	TIMES	4.280	ACRES	1.500	6.42	111.620	716.60
A6-28	FERTILIZATION	4.28	ACRES	3.000	TIMES	12.840	ACRES	0.850	10.91	221.620	2,418.76
A6-30	PROGRAMMING	1.00	SYS	12.000	TIMES	12.000	HOURS	1.000	12.00	51.620	619.44
A6-31	INSPECTION	1.00	SYS	24.000	TIMES	24.000	HOURS	2.500	60.00	51.620	3,097.20
A6-32	HEAD REPAIR	1.00	SYS	50.000	HEADS	50.000	HEADS	0.650	32.50	66.620	2,165.15
A6-33	VALVE REPAIR	1.00	SYS	8.000	VALVE	8.000	VALVES	1.100	8.80	92.620	815.06
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	2.000	2.00	103.550	207.10
A6-36	LINE REPAIR	1.00	SYS	20.000	HOURS	20.000	HOURS	1.000	20.00	62.620	1,252.40
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	24.000	TIMES	24.000	HOURS	1.500	36.00	37.220	1,339.92
A9-03	RESTROOM MAINTENANCE	1.00	EA	350.000	HR	350.000	HR	0.500	175.00	31.560	5,523.00
A9-09	PLAYGROUND MAINTENANCE	1.00	SYS	104.000	TIMES	104.000	HOURS	1.000	104.00	31.220	3,246.88
A9-23	BALLFIELD MAINTENANCE	2.00	SYS	1.000	TIMES	2.000	HOURS	12.000	24.00	49.870	1,196.88
A9-31	SWEEPING/WASHING HARD SU	1.00	SYS	24.000	TIMES	24.000	HOURS	3.000	72.00	33.850	2,437.20
Location Subtotals:									1440.99		58,247.35
<b>Area P02 RIVER ROAD POCKET PARK</b>											
A3-09	CLEARANCE TRIMMING	1.00	SYS	2.000	TIMES	2.000	HOURS	6.000	12.00	38.590	463.08
A6-01	LITTER REMOVAL /CAN EMPTYI	1.00	SYS	52.000	TIMES	52.000	HOURS	1.250	65.00	30.910	2,009.15
A6-03	LEAF PICKUP	1.00	SYS	6.000	TIMES	6.000	HOURS	8.000	48.00	47.140	2,262.72
A6-16	SHRUB PRUNING	1.00	SYS	2.000	TIMES	2.000	HOURS	8.000	16.00	40.320	645.12
A6-17	WEED CONTROL (PRE EMERGE	0.24	ACRES	1.000	TIMES	0.240	ACRES	9.000	2.16	66.270	143.14
A6-18	WEED CONTROL (POST EMERG	0.24	ACRES	12.000	TIMES	2.880	ACRES	4.000	11.52	46.560	536.37
A6-19	FERTILIZATION	0.24	ACRES	1.000	TIMES	0.240	ACRES	4.000	0.96	76.220	73.17
A6-30	PROGRAMMING	1.00	SYS	4.000	TIMES	4.000	HOURS	0.500	2.00	51.620	103.24
A6-31	INSPECTION	1.00	SYS	16.000	TIMES	16.000	HOURS	1.150	18.40	51.620	949.81
A6-32	HEAD REPAIR	1.00	SYS	15.000	HEADS	15.000	HEADS	1.100	16.50	54.270	895.46

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area P02 RIVER ROAD POCKET PARK</b>											
A6-33	VALVE REPAIR	1.00	SYS	5.000	VALVE	5.000	VALVES	1.000	5.00	92.620	463.10
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	84.270	84.27
A6-36	LINE REPAIR	1.00	SYS	12.000	HOURS	12.000	HOURS	1.000	12.00	54.550	654.60
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	2.000	TIMES	2.000	HOURS	1.000	2.00	37.220	74.44
D8-02	DG PATHS	1.00	SYS	2.000	TIMES	2.000	HOURS	3.000	6.00	49.590	297.54
Location Subtotals:									218.54		9,655.21
<b>Area P03 CLARA PARK SPORTS COMPLEX</b>											
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	16.000	16.00	47.420	758.72
A6-01	LITTER REMOVAL /CAN EMPTYI	1.00	SYS	300.00	TIMES	300.000	HOURS	1.000	300.00	26.110	7,833.00
A6-03	LEAF PICKUP	1.00	SYS	4.000	TIMES	4.000	HOURS	18.000	72.00	36.850	2,653.20
A6-16	SHRUB PRUNING	1.00	SYS	3.000	TIMES	3.000	HOURS	8.000	24.00	40.320	967.68
A6-17	WEED CONTROL (PRE EMERGE	3.08	ACRES	1.000	TIMES	3.080	ACRES	1.350	4.16	94.620	393.43
A6-18	WEED CONTROL (POST EMERG	3.08	ACRES	2.000	TIMES	6.160	ACRES	1.500	9.24	66.620	615.57
A6-19	FERTILIZATION	3.08	ACRES	3.000	TIMES	9.240	ACRES	2.000	18.48	76.220	1,408.55
A6-21	MOWING /EDGING/TRIMMING-R	3.08	ACRES	45.000	TIMES	138.600	ACRES	1.850	256.41	43.220	11,082.04
A6-23	AERATION - REGULAR TURF	3.08	ACRES	2.000	TIMES	6.160	ACRES	1.250	7.70	79.620	613.07
A6-25	WEED CONTROL-POST E	3.08	ACRES	2.000	TIMES	6.160	ACRES	1.500	9.24	71.620	661.77
A6-26	TURF RENOVATION-SPOT	3.08	ACRES	0.100	TIMES	0.310	ACRES	8.000	2.48	149.620	371.06
A6-27	WEED CONTROL-PRE E	3.08	ACRES	1.000	TIMES	3.080	ACRES	1.500	4.62	111.620	515.68
A6-28	FERTILIZATION	3.08	ACRES	3.000	TIMES	9.240	ACRES	0.750	6.93	221.620	1,535.83
A6-30	PROGRAMMING	1.00	SYS	12.000	TIMES	12.000	HOURS	1.250	15.00	51.620	774.30
A6-31	INSPECTION	1.00	SYS	20.000	TIMES	20.000	HOURS	2.000	40.00	51.620	2,064.80
A6-32	HEAD REPAIR	1.00	SYS	25.000	HEADS	25.000	HEADS	0.750	18.75	66.620	1,249.13
A6-33	VALVE REPAIR	1.00	SYS	6.000	VALVE	6.000	VALVES	1.100	6.60	92.620	611.29
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	98.980	98.98
A6-36	LINE REPAIR	1.00	SYS	16.000	HOURS	16.000	HOURS	1.000	16.00	62.620	1,001.92
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	12.000	TIMES	12.000	HOURS	2.500	30.00	37.220	1,116.60
A9-03	RESTROOM MAINTENANCE	1.00	EA	350.00	HR	350.000	HR	0.500	175.00	31.560	5,523.00
A9-09	PLAYGROUND MAINTENANCE	1.00	SYS	104.00	TIMES	104.000	HOURS	1.000	104.00	29.850	3,104.40
A9-31	SWEEPING/WASHING HARD SU	1.00	SYS	12.000	TIMES	12.000	HOURS	2.000	24.00	33.850	812.40
A9-62	SYNTHETIC SURFACE DISINFE	2.00	EACH	2.000	TIMES	4.000	EACH			700.000	2,800.00
Location Subtotals:									1161.61		48,566.41
<b>Area P04 CLARA PARK EXPANSION</b>											
A3-02	STAKE MAINTENANCE	1.00	SYS	2.000	TIMES	2.000	HOURS	4.000	8.00	33.760	270.08
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	8.000	8.00	47.420	379.36
A6-01	LITTER REMOVAL /CAN EMPTYI	1.00	SYS	300.00	TIMES	300.000	HOURS	1.000	300.00	26.110	7,833.00
A6-03	LEAF PICKUP	1.00	SYS	4.000	TIMES	4.000	HOURS	7.000	28.00	36.850	1,031.80
A6-10	P/T BEDDINGS	1.00	SYS	3.000	TIMES	3.000	HOURS	2.000	6.00	36.130	216.78
A6-16	SHRUB PRUNING	1.00	SYS	3.000	TIMES	3.000	HOURS	5.000	15.00	40.320	604.80
A6-17	WEED CONTROL (PRE EMERGE	0.48	ACRES	1.000	TIMES	0.480	ACRES	3.000	1.44	76.270	109.83
A6-18	WEED CONTROL (POST EMERG	0.48	ACRES	24.000	TIMES	11.520	ACRES	1.250	14.40	66.620	959.33
A6-19	FERTILIZATION	0.48	ACRES	2.000	TIMES	0.960	ACRES	3.000	2.88	76.220	219.51
A6-21	MOWING /EDGING/TRIMMING-R	1.23	ACRES	45.000	TIMES	55.350	ACRES	3.600	199.26	43.220	8,612.02
A6-23	AERATION - REGULAR TURF	1.23	ACRES	2.000	TIMES	2.460	ACRES	2.000	4.92	79.620	391.73
A6-25	WEED CONTROL-POST E	1.23	ACRES	2.000	TIMES	2.460	ACRES	1.500	3.69	71.620	264.28
A6-26	TURF RENOVATION-SPOT	1.23	ACRES	0.200	TIMES	0.250	ACRES	36.000	9.00	149.620	1,346.58
A6-27	WEED CONTROL-PRE E	1.23	ACRES	1.000	TIMES	1.230	ACRES	1.750	2.15	111.620	240.26
A6-28	FERTILIZATION	1.23	ACRES	3.000	TIMES	3.690	ACRES	1.500	5.54	221.620	1,226.67
A6-30	PROGRAMMING	1.00	SYS	8.000	TIMES	8.000	HOURS	1.000	8.00	51.620	412.96
A6-31	INSPECTION	1.00	SYS	24.000	TIMES	24.000	HOURS	1.750	42.00	51.620	2,168.04
A6-32	HEAD REPAIR	1.00	SYS	20.000	HEADS	20.000	HEADS	0.750	15.00	66.620	999.30
A6-33	VALVE REPAIR	1.00	SYS	4.000	VALVE	4.000	VALVES	1.100	4.40	92.620	407.53
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	50.000	50.00
A6-36	LINE REPAIR	1.00	SYS	12.000	HOURS	12.000	HOURS	1.000	12.00	62.620	751.44
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	12.000	TIMES	12.000	HOURS	2.500	30.00	37.220	1,116.60
A9-03	RESTROOM MAINTENANCE	1.00	EA	350.00	HR	350.000	HR	0.400	140.00	30.560	4,278.40
A9-09	PLAYGROUND MAINTENANCE	1.00	SYS	104.00	TIMES	104.000	HOURS	1.000	104.00	29.850	3,104.40
A9-31	SWEEPING/WASHING HARD SU	1.00	SYS	12.000	TIMES	12.000	HOURS	2.500	30.00	33.850	1,015.50
A9-62	SYNTHETIC SURFACE DISINFE	2.00	EACH	2.000	TIMES	4.000	EACH			700.000	2,800.00
Location Subtotals:									994.68		40,810.19
<b>Area P05 LUGO PARK SPORTS COMPLEX</b>											

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area P05 LUGO PARK SPORTS COMPLEX</b>											
A3-02	STAKE MAINTENANCE	1.00	SYS	1.000	TIMES	1.000	HOURS	3.000	3.00	43.760	131.28
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	16.000	16.00	47.420	758.72
A6-01	LITTER REMOVAL /CAN EMPTYI	1.00	SYS	300.00	TIMES	300.000	HOURS	1.000	300.00	26.110	7,833.00
A6-03	LEAF PICKUP	1.00	SYS	4.000	TIMES	4.000	HOURS	13.000	52.00	37.990	1,975.48
A6-16	SHRUB PRUNING	1.00	SYS	3.000	TIMES	3.000	HOURS	14.000	42.00	40.320	1,693.44
A6-17	WEED CONTROL (PRE EMERGE	0.25	ACRES	1.000	TIMES	0.250	ACRES	4.000	1.00	94.620	94.62
A6-18	WEED CONTROL (POST EMERG	0.25	ACRES	24.000	TIMES	6.000	ACRES	1.000	6.00	66.620	399.72
A6-19	FERTILIZATION	0.25	ACRES	2.000	TIMES	0.500	ACRES	4.000	2.00	76.220	152.44
A6-21	MOWING /EDGING/TRIMMING-R	1.95	ACRES	45.000	TIMES	87.750	ACRES	5.000	438.75	43.220	18,962.77
A6-23	AERATION - REGULAR TURF	1.95	ACRES	2.000	TIMES	3.900	ACRES	2.000	7.80	79.620	621.04
A6-25	WEED CONTROL-POST E	1.95	ACRES	2.000	TIMES	3.900	ACRES	2.000	7.80	71.620	558.64
A6-26	TURF RENOVATION-SPOT	1.95	ACRES	1.000	TIMES	1.950	ACRES	2.000	3.90	149.620	583.52
A6-27	WEED CONTROL-PRE E	1.95	ACRES	1.000	TIMES	1.950	ACRES	2.000	3.90	111.620	435.32
A6-28	FERTILIZATION	1.95	ACRES	3.000	TIMES	5.850	ACRES	0.750	4.39	221.620	972.36
A6-30	PROGRAMMING	1.00	SYS	12.000	TIMES	12.000	HOURS	1.000	12.00	51.620	619.44
A6-31	INSPECTION	1.00	SYS	24.000	TIMES	24.000	HOURS	2.000	48.00	51.620	2,477.76
A6-32	HEAD REPAIR	1.00	SYS	25.000	HEADS	25.000	HEADS	0.750	18.75	66.620	1,249.13
A6-33	VALVE REPAIR	1.00	SYS	8.000	VALVE	8.000	VALVES	1.100	8.80	92.620	815.06
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	98.980	98.98
A6-36	LINE REPAIR	1.00	SYS	20.000	HOURS	20.000	HOURS	1.000	20.00	62.620	1,252.40
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	24.000	TIMES	24.000	HOURS	2.500	60.00	37.220	2,233.20
A9-03	RESTROOM MAINTENANCE	1.00	EA	350.00	HR	350.000	HR	0.500	175.00	31.560	5,523.00
A9-09	PLAYGROUND MAINTENANCE	1.00	SYS	104.00	TIMES	104.000	HOURS	1.000	104.00	29.850	3,104.40
A9-23	BALLFIELD MAINTENANCE	1.00	SYS	1.000	TIMES	1.000	HOURS	12.000	12.00	49.870	598.44
A9-31	SWEEPING/WASHING HARD SU	1.00	SYS	24.000	TIMES	24.000	HOURS	2.500	60.00	31.560	1,893.60
A9-62	SYNTHETIC SURFACE DISINFE	2.00	EACH	2.000	TIMES	4.000	EACH			700.000	2,800.00
Location Subtotals:									1408.09		57,837.74
<b>Area P06 TRIANGLE PARKWAY</b>											
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	38.590	38.59
A6-01	LITTER REMOVAL /CAN EMPTYI	1.00	SYS	52.000	TIMES	52.000	HOURS	1.000	52.00	27.250	1,417.00
A6-21	MOWING /EDGING/TRIMMING-R	0.12	ACRES	45.000	TIMES	5.400	ACRES	12.000	64.80	38.220	2,476.66
A6-23	AERATION - REGULAR TURF	0.12	ACRES	1.000	TIMES	0.120	ACRES	10.000	1.20	61.620	73.94
A6-25	WEED CONTROL-POST E	0.12	ACRES	1.000	TIMES	0.120	ACRES	4.000	0.48	38.270	18.37
A6-27	WEED CONTROL-PRE E	0.12	ACRES	1.000	TIMES	0.120	ACRES	4.000	0.48	78.270	37.57
A6-28	FERTILIZATION	0.12	ACRES	2.000	TIMES	0.240	ACRES	4.000	0.96	188.270	180.74
A6-30	PROGRAMMING	1.00	SYS	6.000	TIMES	6.000	HOURS	1.000	6.00	51.620	309.72
A6-31	INSPECTION	1.00	SYS	16.000	TIMES	16.000	HOURS	1.150	18.40	41.270	759.37
A6-32	HEAD REPAIR	1.00	SYS	6.000	HEADS	6.000	HEADS	1.100	6.60	54.270	358.18
A6-33	VALVE REPAIR	1.00	SYS	3.000	VALVE	3.000	VALVES	1.000	3.00	92.620	277.86
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	95.550	95.55
A6-36	LINE REPAIR	1.00	SYS	3.000	HOURS	3.000	HOURS	1.000	3.00	62.620	187.86
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	6.000	TIMES	6.000	HOURS	1.000	6.00	37.220	223.32
Location Subtotals:									164.92		6,454.73
<b>Area P07 LA RIVER BASIN</b>											
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	6.000	6.00	38.590	231.54
A6-01	LITTER REMOVAL /CAN EMPTYI	1.00	SYS	52.000	TIMES	52.000	HOURS	1.500	78.00	27.250	2,125.50
A6-03	LEAF PICKUP	1.00	SYS	2.000	TIMES	2.000	HOURS	16.000	32.00	36.850	1,179.20
A6-16	SHRUB PRUNING	1.00	SYS	1.000	TIMES	1.000	HOURS	4.000	4.00	40.320	161.28
A6-17	WEED CONTROL (PRE EMERGE	0.51	ACRES	1.000	TIMES	0.510	ACRES	3.000	1.53	66.270	101.39
A6-18	WEED CONTROL (POST EMERG	0.51	ACRES	11.000	TIMES	5.610	ACRES	1.500	8.42	66.620	560.61
A6-62	HAND WATERING	1.00	SYS	3.000	TIMES	3.000	HOURS	3.000	9.00	42.270	380.43
Location Subtotals:									138.95		4,739.95
Grand Totals:									6776.20		338,896.07



## **Quality Assurance System**

The heart of any maintenance management system is an effective Quality Assurance Program. The delivery of quality services is a principal function in any organization and the Quality Assurance Program to be used in the City of Cudahy is no exception.

Our Q.A. Program is based upon a cooperative effort by all parties to ensure delivery of outstanding services. The team approach includes City Staff, MCE Corporation Project Team, and all subcontract service providers.

The assigned on-site Maintenance Field Supervisor has a significant influence upon the success of the landscape and facility maintenance services in the City of Cudahy. For this reason, MCE has selected an on-site Maintenance Field Supervisor with the qualifications and related experience required to successfully administer an effective quality assurance program. The on-site Maintenance Field Supervisor will interface with the City of Cudahy's D on a daily basis to ensure coordination of efforts and to foster a cooperative partnering relationship.

In addition, the MCE Project Manager will periodically perform an on-site review of the quality of work being performed. The process will provide a second set of eyes to validate the effectiveness of our on-site Quality Assurance Program.

MCE Corporation has developed a Quality Assurance Program that includes pictorial standards of acceptable / unacceptable conditions for each identified landscape maintenance activity. These standards form the basis for monthly Quality Assurance inspections which are performed using a laptop computer and proprietary software to record inspection assessments by activity / area. The computer-based program provides data output which documents corrective actions required in a specific area and by type of corrective action necessary, including the basis for development of a Notice to Cure where subcontractor performance is an issue.

MCE recognizes that the assigned Maintenance Field Supervisor will not have enough time, after performing his normal duties, to perform an on-site Q.A. inspection of all facilities on a monthly basis. Therefore, MCE is proposing to furnish a qualified inspector from our home office to perform a detailed Q.A. inspection of all landscape-related facilities on a periodic basis.

Results of inspections will be made available to the City of Cudahy representatives on our website for those staff members whom the City selects for password access to the information.

MCE Corporation maintains and manages an extensive web-based Quality Assurance system. This system is customized for each client to include all facilities / locations that need to be inspected. The field inspections are performed using a smart-phone or tablet to capture the information from the field; including photos as necessary. Below are examples of the Quality Assurance inspection record input.

[Quality Assurance Inspection Log](#)

[Add New Inspection Item](#)

Date Inspected:  Zone:  Zone Codes: **P** = Parks **S** = Streets **B** = Buildings **I** = Suggested Improvement

Area Name:

General Problem:

Specific Problem:

State Problem:

Scheduled Comp. Date:  Inspected By:



The Q.A. inspection records are very specific as to location, general problem, and specific problem found during the field inspection. If necessary, a photo of the problem area or item can be taken and attached to the inspection record for further clarification. Below is an example of an inspection record that has a photo attached.

Quality Assurance Inspection Log

[Add New Inspection Item](#)

Date Inspected:  Zone:  Zone Codes: P = Parks S = Streets B = Buildings I = Suggested Improvement

Area Name:

General Problem:

Specific Problem:

State Problem:

Scheduled Comp. Date:  Inspected By:



Example – Q.A. Inspection Log (Open Items)

Open Inspection Items

Sort By: Location  View Past Due Items  Filter By Location: None  or Zone: None  (and/or) Zone Codes: P = Parks S = Streets B = Buildings I = Suggested Improvement Project

General Problem: None  (and/or) Specific Problem: Weeds  Pruning - Formal  Groundcover  Bedding Areas  Bedding area full of grassy weeds

View All Inspection Items    Add New Item    Return to Q.A. Home Page

ID #	Date Inspected	General Problem	Specific Problem	Area Name	Scheduled Completion	Zone	By	Date Completed	Photo
224	10/15/14	Bedding Areas	Weeds	E Country Club south of Caddy Ln (67-1)	10/24/14	S	VC		<a href="#">Add Photo</a>
689	10/15/14	Groundcover	Pruning - Formal	Rossano St south Hezzo St west side planter	10/24/14	S	VC		<a href="#">Add Photo</a>

## MCE TASK MANAGEMENT AND SAFETY STANDARDS

<b>ACTIVITY:</b> Restroom Custodial	<b>CODE:</b> A9-03	Original: 2/26/2013
<b>LOCATION:</b> P Areas- Dublin	<b>UNIT:</b> Hours	Revised:

**ACTIVITY DEFINITION:**

All work relative to the interior of a park restroom. Scope of work includes opening/closing of restroom (when not done incidental to another activity), janitorial, plumbing, replacement of bulbs and repairs to partitions, doors, etc.

Note: Accomplishment for this activity should be reported on the white tag as the number of hours worked per employee.

Acceptable Standard



Unacceptable Standard



**Tools Required:** Truck, various hand tools, possibly power tools.

**Note:** Lock up tools and equipment to reduce the chance of theft.

**TOP 5 NOTES:**

1. Before leaving the job site check to make sure that no tools or debris are left.
2. Check to make sure the restroom is clean and safe for use.
3. If a repair is done during the visit, check to make sure the repair is complete and working. If for some reason the repair cannot be completed during the visit, at a minimum make it safe (put the restroom out of service if needed).
4. Use good time management. Overtime must be approved by your supervisor.
5. Make sure toilet paper, seat covers and hand soap is stocked.

**GENERAL SAFETY:**

Fill out a Pre-task Hazard Analysis worksheet. Make sure tools are in good working order. Be aware of pedestrians and facility users. Be careful of wet floors, slip and fall hazard. Wear all required PPE's for this activity, there is a chance of blood born pathogens.

**TRAFFIC CONTROL:**

It may be necessary in some cases to close the restroom temporarily, make sure you have barricades and signage.

**PPE REQUIRED:**

Eye protection required. Proper footwear. Gloves and safety vests with proper ANSI classification must be worn.

**BMP's**

Below is a list of BMP's needed.

- Make sure a spill kit is on the vehicle.

**Report any noted issues to your supervisor.**



DRAFT

# Athletic Field Turf Performance Standards

CUDAHY LANDSCAPE MAINTENANCE STANDARDS

ITEM: Athletic Turf	TASK: Health / Vigor	9/18/2015
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ACCEPTABLE



- General Notes: Solid and consistent deep green color. No bare or stressed areas. No visible sign of pest or disease damage. No sign of wear from use.

UNACCEPTABLE



- General Notes: Obvious signs of wear or stress from use, irrigation deficiencies, lack of fertilization, pests or disease or combination thereof.



DRAFT

# Litter Performance Standards

CUDAHY LANDSCAPE MAINTENANCE STANDARDS

ITEM: General Landscape

TASK: Litter

9/18/2015

ACCEPTABLE



General Notes: Litter is not present in the landscape at all.

UNACCEPTABLE



General Notes: Unacceptable if litter is detracting from the appearance of the landscape. In this photo, there are large pieces of litter in addition to too much small litter and that detracts from the appearance.



## **Understanding of Scope of Services**

Because of our extensive experience providing both park and building maintenance, MCE believes it has a full understanding of the scope of services required for the City of Cudahy. The RFP asks about city tasks required to complete the scope of work as well as critical path items dependent upon the City. Unlike a deliverable task project or a construction project, there are really are very few items that MCE would be dependent upon the City to perform the scope of work. Some of these items may include the following though;

- Use schedules of facilities and parks so maintenance functions can be scheduled around those uses.
- Water use information so MCE can fully manage the irrigation system.
- Any secondary agency permits that may be required.
- Other tasks as may be necessary

Each of the facilities or park locations has its own unique work program. As stated previously, it is important to get a consistent level of service to determine the next steps as far as improvements, upgrades or renovations.

### **Buildings- Locations B01- B07 in the Work Program**

The work programs have very specific activities to be performed by MCE personnel. In addition, some activities are proposed to be performed by subcontract. These include HVAC repair and preventive maintenance, electrical repair and preventive maintenance, janitorial, glass replacement when required, annual preventive maintenance on fire extinguishers among other activities that may, be performed by subcontractors. Most of the work, however, will be performed by MCE personnel.

### **City Owned Properties- Locations D01 – D05 in the Work Program**

These locations are scattered lots throughout the City that require weed removal, litter pickup and graffiti abatement periodically. The level of service in the Work Program is an estimate of the effort required and could be more or less depending upon activity or the timing of the City selling these properties for development purposes.

### **City Parks- Locations P01 – P07 in the Work Program**

MCE's approach to these sites is to get to a consistent level of service to determine the necessary areas of renovation required. The irrigation system will be repaired and maintained so it is able to sustain a renovated stand of grass. We have included

some renovation in the first year work program if only to deal with the most heavily damaged areas. Aerating, fertilizing and a consistent delivery of water may recover some areas that are damaged. Our mowing operation is designed to leave a very neat and clean appearance each time it is done. Weed control is at a high level because it is often the single most detracting item in a landscape. The work programs provide for shrub pruning and fertilization. The restrooms will be serviced daily and litter picked up at nearly every day. The River Road Pocket Park, the LA River Basin landscape and the Triangle have a little different level of service than the 4 parks. In fact, we would recommend not operating the irrigation at the LA River basin as the area is so prone to vandalism that the costs are prohibitive to try to maintain the irrigation. We propose keeping it weed free, picking up litter weekly and hand watering the trees. It is our belief that this area can look better than it does if we approach it correctly.

### Staffing Levels

For this project, MCE proposes to have a full time working supervisor, one full time lead laborer, one full time laborer and one part time (seasonal) laborer equaling 3.5 FTE's.

### Tool and Equipment Costs

MCE will provide all tools and equipment necessary for the performance of the contract. This includes 1 utility bed truck for irrigation and spraying, 1 flatbed dump, 1 pickup, 1 72 inch mower, 1 back up 54 inch mower (not on site), 1 36 inch mower, 1 21 inch mower, tractor and implements (not on site), blowers, chain saws, string and blade trimmers, hedge trimmers, weed mower (not on site) and all other equipment needs.

### Sub Consultants

MCE proposes to let out subcontract packages for HVAC, janitorial and electrical if awarded the contract. MCE, typically, lets subcontract packages in much the same manner as municipalities do, complete with public bid openings when warranted. We have a network of subcontractors we utilize. In addition, MCE already has an ongoing contract with West Coast Arborists (WCA) that we can utilize for emergency tree work in Cudahy. In fact, MCE is the only private entity that WCA contracts with.

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area B01</b>	<b>CITYHALL/LIBRARY</b>										
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	49.580	1,189.92
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	81.200	487.20
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	30.000	HR	30.000	HR	1.000	30.00	47.690	1,430.70
B1-05A	ANN. P.M. EMERG. LIGHTS	9.00	EA	1.222	TIME	11.000	EA	0.230	2.53	45.030	113.93
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	82.140	657.12
B1-06A	QTRLY. P.M. PACKAGE HVAC	5.00	EA	4.000	TIMES	20.000	EA			80.000	1,600.00
B1-06B	ANN. P.M. EXHAUST FANS	4.00	EA	1.000	TIME	4.000	EA	0.350	1.40	44.210	61.89
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	75.080	750.80
B1-07A	ANN. P.M. EXTERIOR DOORS	6.00	EA	1.000	TIME	6.000	EA	0.165	0.99	44.460	44.02
B1-07B	ANN. P.M. INTERIOR DOORS	14.00	EA	1.000	TIME	14.000	EA	0.200	2.80	45.010	126.03
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR			137.500	137.50
B1-10	WALL MAINTENANCE	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	71.820	861.84
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	135.960	1,631.52
B1-11B	ANN. P.M. PLUMB. FIXTUR	17.00	EA	1.000	TIMES	17.000	EA	0.200	3.40	50.830	172.82
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	50.430	75.64
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	56.430	225.72
B1-15	FURNITURE MOVING	1.00	HR	12.000	HR	12.000	HR	1.000	12.00	43.340	520.08
B1-16	RESTROOM REPAIR	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	75.450	603.60
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	37.330	895.92
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	9.00	EA	1.000	TIMES	9.000	EA	0.200	1.80	148.780	267.80
B1-20	PEST CONTROL	1.00	HR	20.000	HR	20.000	HR	1.000	20.00	38.150	763.00
B1-21	JANITORIAL	10.14	MSF	12.000	TIMES	121.680	MSF			40.000	4,867.20
B1-23	ELECTRICAL	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	121.620	729.72
B1-23A	ANN. P.M. ELECT. SYSTEM	2.00	PANELS	1.000	TIMES	2.000	PANELS			150.000	300.00
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	90.660	181.32
B1-27	INTERIOR PAINTING	1.00	SYSTEM	4.500	HR	4.500	HR	1.000	4.50	68.330	307.49
B1-29	ROOF REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	91.780	367.12
B1-29A	ANN. P.M. ROOFS & DRAINS	10.14	MSF	1.000	TIMES	10.140	MSF	1.000	10.14	42.070	426.59
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	353.130	706.26
B1-44A	MONTHLY P.M. AED UNIT	2.00	EA	11.000	MO	22.000	EA	0.200	4.40	58.910	259.20
Location Subtotals:									217.46		20,761.95
<b>Area B02</b>	<b>BEDWELLHALL</b>										
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	48.910	391.28
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	72.560	290.24
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	18.000	HR	18.000	HR	1.000	18.00	47.920	862.56
B1-05A	ANN. P.M. EMERG. LIGHTS	9.00	EA	1.000	TIME	9.000	EA	0.230	2.07	45.030	93.21
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	114.020	684.12
B1-06A	QTRLY. P.M. PACKAGE HVAC	5.00	EA	4.000	TIMES	20.000	EA			80.000	1,600.00
B1-06B	ANN. P.M. EXHAUST FANS	2.00	EA	1.000	TIME	2.000	EA	0.500	1.00	50.010	50.01
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	75.550	302.20
B1-07A	ANN. P.M. EXTERIOR DOORS	14.00	EA	1.000	TIME	14.000	EA	0.200	2.80	50.260	140.73
B1-07B	ANN. P.M. INTERIOR DOORS	16.00	EA	1.000	TIME	16.000	EA	0.150	2.40	50.810	121.94
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	217.510	435.02
B1-10	WALL MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	73.450	734.50
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	102.030	816.24
B1-11B	ANN. P.M. PLUMB. FIXTUR	17.00	EA	1.000	TIMES	17.000	EA	0.150	2.55	50.830	129.62
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	50.430	75.64
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	66.970	200.91
B1-16	RESTROOM REPAIR	1.00	SYSTEM	10.000	HR	10.000	HR	0.700	7.00	70.990	496.93
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	20.000	HR	20.000	HR	0.808	16.16	41.550	671.45
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	7.00	EA	1.000	TIMES	7.000	EA	0.200	1.40	143.780	201.29
B1-20	PEST CONTROL	1.00	HR	16.000	HR	16.000	HR	1.000	16.00	38.530	616.48
B1-21	JANITORIAL	10.20	MSF	12.000	TIMES	122.400	MSF			28.000	3,427.20
B1-23	ELECTRICAL	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	128.800	772.80
B1-23A	ANN. P.M. ELECT. SYSTEM	3.00	PANELS	1.000	TIMES	3.000	PANELS			150.000	450.00
B1-25	APPLIANCE MAINT.	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	44.570	178.28
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	44.580	89.16
B1-27	INTERIOR PAINTING	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	61.850	123.70
B1-29	ROOF REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	121.250	485.00
B1-29A	ANN. P.M. ROOFS & DRAINS	10.20	MSF	1.000	TIMES	10.200	MSF	0.750	7.65	44.360	339.35
B1-44A	MONTHLY P.M. AED UNIT	1.00	EA	11.000	MO	11.000	EA	0.200	2.20	58.910	129.60
Location Subtotals:									143.73		14,909.47
<b>Area B03</b>	<b>CUDAHY PARK SNACK BAR</b>										
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	32.470	64.94

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area B03 CUDAHY PARK SNACK BAR</b>											
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	1.500	HR	1.500	HR	1.000	1.50	40.340	60.51
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	59.960	59.96
B1-10	WALL MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	49.570	49.57
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	111.760	447.04
B1-11B	ANN. P.M. PLUMB. FIXTUR	6.00	EA	1.000	TIMES	6.000	EA	0.165	0.99	47.350	46.88
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	61.110	91.66
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	49.950	99.90
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	1.00	EA	2.000	TIMES	2.000	EA	0.250	0.50	132.470	66.23
B1-20	PEST CONTROL	1.00	HR	2.000	HR	2.000	HR	2.000	4.00	37.990	151.96
B1-23	ELECTRICAL	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	243.140	243.14
B1-23A	ANN. P.M. ELECT. SYSTEM	1.00	PANELS	1.000	TIMES	1.000	PANELS			150.000	150.00
B1-29	ROOF REPAIR	1.00	SYSTEM	1.500	HR	1.500	HR	1.000	1.50	74.130	111.19
B1-29A	ANN. P.M. ROOFS & DRAINS	0.80	MSF	1.000	TIMES	0.800	MSF	1.200	0.96	44.360	42.59
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	56.040	112.08
B1-44A	MONTHLY P.M. AED UNIT	1.00	EA	11.000	MO	11.000	EA	0.200	2.20	58.910	129.60
Location Subtotals:									26.15		1,927.26
<b>Area B04 CLARA PARK -TURNER HALL AND GYM</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	44.580	1,069.92
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	77.340	386.70
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	40.000	HR	40.000	HR	1.000	40.00	41.670	1,666.80
B1-05A	ANN. P.M. EMERG. LIGHTS	9.00	EA	1.000	TIME	9.000	EA	0.230	2.07	50.830	105.22
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	97.920	979.20
B1-06A	QTRLY. P.M. PACKAGE HVAC	6.00	EA	4.000	TIMES	24.000	EA			80.000	1,920.00
B1-06B	ANN. P.M. EXHAUST FANS	4.00	EA	1.000	TIME	4.000	EA	0.500	2.00	56.470	112.94
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	80.230	802.30
B1-07A	ANN. P.M. EXTERIOR DOORS	10.00	EA	1.000	TIME	10.000	EA	0.180	1.80	50.260	90.47
B1-07B	ANN. P.M. INTERIOR DOORS	25.00	EA	1.000	TIME	25.000	EA	0.150	3.75	50.810	190.54
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	148.580	445.74
B1-10	WALL MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	72.270	722.70
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	14.000	HR	14.000	HR	1.000	14.00	113.040	1,582.56
B1-11B	ANN. P.M. PLUMB. FIXTUR	34.00	EA	1.000	TIMES	34.000	EA	0.125	4.25	50.830	216.03
B1-11E	ANN. P.M. DRINK. FOUNTAIN	2.00	EA	1.000	TIMES	2.000	EA	1.000	2.00	50.830	101.66
B1-11G	ANN. P.M. WATER HEATER	2.00	EA	1.000	TIMES	2.000	EA	1.500	3.00	61.110	183.33
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	42.710	213.55
B1-16	RESTROOM REPAIR	1.00	SYSTEM	16.000	HR	16.000	HR	1.000	16.00	61.560	984.96
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	32.000	HR	32.000	HR	1.000	32.00	43.660	1,397.12
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	9.00	EA	1.000	TIMES	9.000	EA	0.150	1.35	132.470	178.83
B1-20	PEST CONTROL	1.00	HR	24.000	HR	24.000	HR	1.000	24.00	35.850	860.40
B1-21	JANITORIAL	22.30	MSF	12.000	TIMES	267.600	MSF			37.000	9,901.20
B1-23	ELECTRICAL	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	178.050	1,068.30
B1-23A	ANN. P.M. ELECT. SYSTEM	4.00	PANELS	1.000	TIMES	4.000	PANELS			150.000	600.00
B1-25	APPLIANCE MAINT.	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	69.010	138.02
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	44.580	178.32
B1-27	INTERIOR PAINTING	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	73.450	293.80
B1-29	ROOF REPAIR	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	85.600	428.00
B1-29A	ANN. P.M. ROOFS & DRAINS	22.30	MSF	1.000	TIMES	22.300	MSF	0.500	11.15	44.360	494.61
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	66.040	264.16
B1-44A	MONTHLY P.M. AED UNIT	2.00	EA	11.000	MO	22.000	EA	0.250	5.50	58.910	324.00
Location Subtotals:									254.87		27,901.38
<b>Area B05 CLARA PARK EXPANSION -SNACK BAR</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	49.580	49.58
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	74.840	74.84
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	109.840	109.84
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	61.110	91.66
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	64.920	64.92
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	1.00	EA	1.000	TIMES	1.000	EA	0.170	0.17	132.470	22.52
B1-20	PEST CONTROL	1.00	HR	2.000	HR	2.000	HR	1.000	2.00	40.990	81.98
B1-23A	ANN. P.M. ELECT. SYSTEM	1.00	PANELS	1.000	TIMES	1.000	PANELS			63.590	63.59
B1-29	ROOF REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	68.330	136.66
B1-29A	ANN. P.M. ROOFS & DRAINS	1.60	MSF	1.000	TIMES	1.600	MSF	0.800	1.28	44.360	56.78
Location Subtotals:									10.95		752.38

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area B06 LUGO PARK -SNACK BAR</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	32.470	64.94
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	53.340	53.34
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	80.640	80.64
B1-07A	ANN. P.M. EXTERIOR DOORS	2.00	EA	1.000	TIME	2.000	EA	0.260	0.52	60.950	31.69
B1-10	WALL MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	49.570	49.57
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	3.500	HR	3.500	HR	1.000	3.50	116.840	408.94
B1-11B	ANN. P.M. PLUMB. FIXTUR	6.00	EA	1.000	TIMES	6.000	EA	0.165	0.99	58.010	57.43
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	61.110	91.66
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	64.920	129.84
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	1.00	EA	3.000	TIMES	3.000	EA	0.170	0.51	132.470	67.56
B1-23	ELECTRICAL	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	149.550	149.55
B1-23A	ANN. P.M. ELECT. SYSTEM	1.00	PANELS	1.000	TIMES	1.000	PANELS			150.000	150.00
B1-29	ROOF REPAIR	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	68.330	68.33
B1-29A	ANN. P.M. ROOFS & DRAINS	1.76	MSF	1.000	TIMES	1.760	MSF	1.200	2.11	44.360	93.69
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	56.040	112.08
B1-44A	MONTHLY P.M. AED UNIT	1.00	EA	11.000	MO	11.000	EA	0.200	2.20	58.910	129.60
Location Subtotals:									22.33		1,738.87

<b>Area B07 LUGO PARK -TEEN CENTER/FITNESS GYM, YARD</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	44.580	1,069.92
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	77.340	618.72
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	32.000	HR	32.000	HR	1.000	32.00	43.670	1,397.44
B1-05A	ANN. P.M. EMERG. LIGHTS	9.00	EA	1.000	TIME	9.000	EA	0.230	2.07	50.830	105.22
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	104.270	1,251.24
B1-06A	QTRLY. P.M. PACKAGE HVAC	6.00	EA	4.000	TIMES	24.000	EA			150.000	3,600.00
B1-06B	ANN. P.M. EXHAUST FANS	4.00	EA	1.000	TIME	4.000	EA	0.500	2.00	50.010	100.02
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	75.230	902.76
B1-07A	ANN. P.M. EXTERIOR DOORS	10.00	EA	1.000	TIME	10.000	EA	0.180	1.80	60.950	109.71
B1-07B	ANN. P.M. INTERIOR DOORS	24.00	EA	1.000	TIME	24.000	EA	0.154	3.70	50.810	187.79
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	156.700	470.10
B1-10	WALL MAINTENANCE	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	88.070	528.42
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	121.440	1,214.40
B1-11B	ANN. P.M. PLUMB. FIXTUR	34.00	EA	1.000	TIMES	34.000	EA	0.125	4.25	50.830	216.03
B1-11E	ANN. P.M. DRINK. FOUNTAIN	2.00	EA	1.000	TIMES	2.000	EA	1.000	2.00	61.260	122.52
B1-11G	ANN. P.M. WATER HEATER	2.00	EA	1.000	TIMES	2.000	EA	1.500	3.00	61.110	183.33
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	53.340	266.70
B1-16	RESTROOM REPAIR	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	67.240	672.40
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	28.000	HR	28.000	HR	1.000	28.00	43.660	1,222.48
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	9.00	EA	1.000	TIMES	9.000	EA	0.150	1.35	132.470	178.83
B1-20	PEST CONTROL	1.00	HR	24.000	HR	24.000	HR	1.000	24.00	38.160	915.84
B1-21	JANITORIAL	20.10	MSF	12.000	TIMES	241.200	MSF			40.000	9,648.00
B1-23	ELECTRICAL	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	153.050	1,224.40
B1-23A	ANN. P.M. ELECT. SYSTEM	4.00	PANELS	1.000	TIMES	4.000	PANELS			150.000	600.00
B1-25	APPLIANCE MAINT.	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	69.010	138.02
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	44.580	178.32
B1-27	INTERIOR PAINTING	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	73.450	293.80
B1-29	ROOF REPAIR	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	85.600	513.60
B1-29A	ANN. P.M. ROOFS & DRAINS	20.10	MSF	1.000	TIMES	20.100	MSF	0.873	17.55	44.360	778.40
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	66.040	132.08
B1-44A	MONTHLY P.M. AED UNIT	2.00	EA	11.000	MO	22.000	EA	0.250	5.50	58.910	324.00
Location Subtotals:									243.21		29,164.50

<b>Area D01 4613 - 4615 CLARA ST</b>											
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	12.000	TIMES	12.000	HOURS	3.000	36.00	31.270	1,125.72
A6-90	GRAFFITI REMOVAL	1.00	RD MI	12.000	HR	12.000	HR	2.000	24.00	68.680	1,648.32
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	8.000	HR	8.000	HR	2.000	16.00	38.840	621.44
Location Subtotals:									76.00		3,395.48

<b>Area D02 7630 - 7644 ATLANTIC AVE</b>											
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	12.000	TIMES	12.000	HOURS	1.000	12.00	31.270	375.24
A6-90	GRAFFITI REMOVAL	1.00	RD MI	12.000	HR	12.000	HR	1.000	12.00	62.380	748.56
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	4.000	HR	4.000	HR	2.000	8.00	41.170	329.36

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15-992 - CITY OF CUDAHY - 9999  
FY 15 - 16 Current Budget Work Program

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Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area D02</b>	<b>7630 - 7644 ATLANTIC AVE</b>										
	Location Subtotals:								32.00		1,453.16
<b>Area D03</b>	<b>5256 - 5260 ELIZABETH ST</b>										
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	12.000	TIMES	12.000	HOURS	3.000	36.00	31.270	1,125.72
A6-90	GRAFFITI REMOVAL	1.00	RD MI	12.000	HR	12.000	HR	1.000	12.00	65.320	783.84
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	10.000	HR	10.000	HR	2.000	20.00	41.170	823.40
	Location Subtotals:								68.00		2,732.96
<b>Area D04</b>	<b>8100 - 8110 ATLANTIC AVE</b>										
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	12.000	TIMES	12.000	HOURS	2.500	30.00	33.350	1,000.50
A6-90	GRAFFITI REMOVAL	1.00	RD MI	12.000	HR	12.000	HR	1.000	12.00	65.320	783.84
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	10.000	HR	10.000	HR	2.000	20.00	41.170	823.40
	Location Subtotals:								62.00		2,607.74
<b>Area D05</b>	<b>4720 - 4734 SANTA ANA ST</b>										
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	12.000	TIMES	12.000	HOURS	2.000	24.00	33.350	800.40
A6-90	GRAFFITI REMOVAL	1.00	RD MI	12.000	HR	12.000	HR	1.000	12.00	65.320	783.84
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	12.000	HR	12.000	HR	1.000	12.00	37.110	445.32
	Location Subtotals:								48.00		2,029.56
<b>Area P01</b>	<b>CUDAHYPARK</b>										
A3-02	STAKE MAINTENANCE	1.00	SYS	2.000	TIMES	2.000	HOURS	2.000	4.00	34.160	136.64
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	12.000	12.00	47.940	575.28
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	300.000	TIMES	300.000	HOURS	1.000	300.00	26.400	7,920.00
A6-03	LEAF PICKUP	1.00	SYS	4.000	TIMES	4.000	HOURS	18.000	72.00	39.510	2,844.72
A6-08	MULCHING	1.00	SYS	1.000	TIMES	1.000	HOURS	4.000	4.00	54.160	216.64
A6-10	P/T BEDDINGS	1.00	SYS	3.000	TIMES	3.000	HOURS	3.500	10.50	39.470	414.44
A6-16	SHRUB PRUNING	1.00	SYS	3.000	TIMES	3.000	HOURS	8.000	24.00	40.760	978.24
A6-17	WEED CONTROL (PRE EMERGE	0.30	ACRES	1.000	TIMES	0.300	ACRES	2.000	0.60	95.290	57.17
A6-18	WEED CONTROL (POST EMERG	0.30	ACRES	24.000	TIMES	7.200	ACRES	1.500	10.80	67.290	726.73
A6-19	FERTILIZATION	0.30	ACRES	2.000	TIMES	0.600	ACRES	2.000	1.20	76.580	91.90
A6-21	MOWING/EDGING/TRIMMING-RO	4.28	ACRES	45.000	TIMES	192.600	ACRES	1.800	346.68	41.190	14,279.75
A6-23	AERATION - REGULAR TURF	4.28	ACRES	2.000	TIMES	8.560	ACRES	1.250	10.70	80.290	859.10
A6-25	WEED CONTROL-POST E	4.28	ACRES	2.000	TIMES	8.560	ACRES	1.500	12.84	72.290	928.20
A6-26	TURF RENOVATION-SPOT	4.28	ACRES	0.100	TIMES	0.430	ACRES	15.000	6.45	150.290	969.37
A6-27	WEED CONTROL-PRE E	4.28	ACRES	1.000	TIMES	4.280	ACRES	1.500	6.42	112.290	720.90
A6-28	FERTILIZATION	4.28	ACRES	3.000	TIMES	12.840	ACRES	0.850	10.91	222.290	2,426.07
A6-30	PROGRAMMING	1.00	SYS	12.000	TIMES	12.000	HOURS	1.000	12.00	52.290	627.48
A6-31	INSPECTION	1.00	SYS	24.000	TIMES	24.000	HOURS	2.500	60.00	52.290	3,137.40
A6-32	HEAD REPAIR	1.00	SYS	50.000	HEADS	50.000	HEADS	0.650	32.50	67.290	2,186.93
A6-33	VALVE REPAIR	1.00	SYS	8.000	VALVE	8.000	VALVES	1.100	8.80	93.290	820.95
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	2.000	2.00	104.220	208.44
A6-36	LINE REPAIR	1.00	SYS	20.000	HOURS	20.000	HOURS	1.000	20.00	63.290	1,265.80
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	24.000	TIMES	24.000	HOURS	1.500	36.00	37.580	1,352.88
A9-03	RESTROOM MAINTENANCE	1.00	EA	325.000	HR	325.000	HR	0.500	162.50	31.870	5,178.88
A9-09	PLAYGROUND MAINTENANCE	1.00	SYS	104.000	TIMES	104.000	HOURS	1.000	104.00	31.580	3,284.32
A9-23	BALLFIELD MAINTENANCE	2.00	SYS	1.000	TIMES	2.000	HOURS	12.000	24.00	50.350	1,208.40
A9-31	SWEEPING/WASHING HARD SU	1.00	SYS	24.000	TIMES	24.000	HOURS	3.000	72.00	34.190	2,461.68
	Location Subtotals:								1366.90		55,878.31
<b>Area P02</b>	<b>RIVER ROAD POCKET PARK</b>										
A3-09	CLEARANCE TRIMMING	1.00	SYS	2.000	TIMES	2.000	HOURS	6.000	12.00	39.050	468.60
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	52.000	TIMES	52.000	HOURS	1.250	65.00	31.270	2,032.55
A6-03	LEAF PICKUP	1.00	SYS	5.000	TIMES	5.000	HOURS	8.000	40.00	47.640	1,905.60
A6-16	SHRUB PRUNING	1.00	SYS	1.000	TIMES	1.000	HOURS	8.000	8.00	40.760	326.08
A6-17	WEED CONTROL (PRE EMERGE	0.24	ACRES	1.000	TIMES	0.240	ACRES	9.000	2.16	66.660	143.99
A6-18	WEED CONTROL (POST EMERG	0.24	ACRES	12.000	TIMES	2.880	ACRES	4.000	11.52	46.990	541.32
A6-19	FERTILIZATION	0.24	ACRES	1.000	TIMES	0.240	ACRES	4.000	0.96	76.580	73.52
A6-30	PROGRAMMING	1.00	SYS	4.000	TIMES	4.000	HOURS	0.500	2.00	52.290	104.58
A6-31	INSPECTION	1.00	SYS	14.000	TIMES	14.000	HOURS	1.150	16.10	52.290	841.87
A6-32	HEAD REPAIR	1.00	SYS	15.000	HEADS	15.000	HEADS	1.100	16.50	54.780	903.87

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area P02 RIVER ROAD POCKET PARK</b>											
A6-33	VALVE REPAIR	1.00	SYS	5.000	VALVE	5.000	VALVES	1.000	5.00	93.290	466.45
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	84.780	84.78
A6-36	LINE REPAIR	1.00	SYS	11.000	HOURS	11.000	HOURS	1.000	11.00	55.100	606.10
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	2.000	TIMES	2.000	HOURS	1.000	2.00	37.580	75.16
D8-02	DG PATHS	1.00	SYS	2.000	TIMES	2.000	HOURS	3.000	6.00	50.050	300.30
Location Subtotals:									199.24		8,874.77
<b>Area P03 CLARA PARK SPORTS COMPLEX</b>											
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	16.000	16.00	47.940	767.04
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	300.00	TIMES	300.000	HOURS	1.000	300.00	26.400	7,920.00
A6-03	LEAF PICKUP	1.00	SYS	4.000	TIMES	4.000	HOURS	18.000	72.00	37.190	2,677.68
A6-16	SHRUB PRUNING	1.00	SYS	3.000	TIMES	3.000	HOURS	8.000	24.00	40.760	978.24
A6-17	WEED CONTROL (PRE EMERGE	3.08	ACRES	1.000	TIMES	3.080	ACRES	1.350	4.16	95.290	396.22
A6-18	WEED CONTROL (POST EMERG	3.08	ACRES	2.000	TIMES	6.160	ACRES	1.500	9.24	67.290	621.76
A6-19	FERTILIZATION	3.08	ACRES	3.000	TIMES	9.240	ACRES	2.000	18.48	76.580	1,415.20
A6-21	MOWING/EDGING/TRIMMING-RO	3.08	ACRES	45.000	TIMES	138.600	ACRES	1.700	235.62	43.580	10,268.32
A6-23	AERATION - REGULAR TURF	3.08	ACRES	2.000	TIMES	6.160	ACRES	1.250	7.70	80.290	618.23
A6-25	WEED CONTROL-POST E	3.08	ACRES	2.000	TIMES	6.160	ACRES	1.500	9.24	72.290	667.96
A6-26	TURF RENOVATION-SPOT	3.08	ACRES	0.100	TIMES	0.310	ACRES	8.000	2.48	150.290	372.72
A6-27	WEED CONTROL-PRE E	3.08	ACRES	1.000	TIMES	3.080	ACRES	1.500	4.62	112.290	518.78
A6-28	FERTILIZATION	3.08	ACRES	3.000	TIMES	9.240	ACRES	0.750	6.93	222.290	1,540.47
A6-30	PROGRAMMING	1.00	SYS	12.000	TIMES	12.000	HOURS	1.250	15.00	52.290	784.35
A6-31	INSPECTION	1.00	SYS	20.000	TIMES	20.000	HOURS	2.000	40.00	52.290	2,091.60
A6-32	HEAD REPAIR	1.00	SYS	25.000	HEADS	25.000	HEADS	0.750	18.75	67.290	1,261.69
A6-33	VALVE REPAIR	1.00	SYS	6.000	VALVE	6.000	VALVES	1.100	6.60	93.290	615.71
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	99.580	99.58
A6-36	LINE REPAIR	1.00	SYS	16.000	HOURS	16.000	HOURS	1.000	16.00	63.290	1,012.64
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	12.000	TIMES	12.000	HOURS	2.500	30.00	37.580	1,127.40
A9-03	RESTROOM MAINTENANCE	1.00	EA	325.00	HR	325.000	HR	0.500	162.50	31.870	5,178.88
A9-09	PLAYGROUND MAINTENANCE	1.00	SYS	104.00	TIMES	104.000	HOURS	1.000	104.00	30.190	3,139.76
A9-31	SWEEPING/WASHING HARD SU	1.00	SYS	12.000	TIMES	12.000	HOURS	2.000	24.00	34.190	820.56
Location Subtotals:									1128.32		44,894.78
<b>Area P04 CLARA PARK EXPANSION</b>											
A3-02	STAKE MAINTENANCE	1.00	SYS	2.000	TIMES	2.000	HOURS	4.000	8.00	34.160	273.28
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	8.000	8.00	47.940	383.52
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	300.00	TIMES	300.000	HOURS	0.800	240.00	26.400	6,336.00
A6-03	LEAF PICKUP	1.00	SYS	4.000	TIMES	4.000	HOURS	7.000	28.00	37.190	1,041.32
A6-10	P/T BEDDINGS	1.00	SYS	3.000	TIMES	3.000	HOURS	2.000	6.00	36.510	219.06
A6-16	SHRUB PRUNING	1.00	SYS	3.000	TIMES	3.000	HOURS	5.000	15.00	40.760	611.40
A6-17	WEED CONTROL (PRE EMERGE	0.48	ACRES	1.000	TIMES	0.480	ACRES	3.000	1.44	76.660	110.39
A6-18	WEED CONTROL (POST EMERG	0.48	ACRES	24.000	TIMES	11.520	ACRES	1.250	14.40	67.290	968.98
A6-19	FERTILIZATION	0.48	ACRES	2.000	TIMES	0.960	ACRES	3.000	2.88	76.580	220.55
A6-21	MOWING/EDGING/TRIMMING-RO	1.23	ACRES	45.000	TIMES	55.350	ACRES	3.600	199.26	43.580	8,683.75
A6-23	AERATION - REGULAR TURF	1.23	ACRES	2.000	TIMES	2.460	ACRES	2.000	4.92	80.290	395.03
A6-25	WEED CONTROL-POST E	1.23	ACRES	2.000	TIMES	2.460	ACRES	1.500	3.69	72.290	266.75
A6-26	TURF RENOVATION-SPOT	1.23	ACRES	0.200	TIMES	0.250	ACRES	36.000	9.00	150.290	1,352.61
A6-27	WEED CONTROL-PRE E	1.23	ACRES	1.000	TIMES	1.230	ACRES	1.750	2.15	112.290	241.70
A6-28	FERTILIZATION	1.23	ACRES	3.000	TIMES	3.690	ACRES	1.500	5.54	222.290	1,230.38
A6-30	PROGRAMMING	1.00	SYS	8.000	TIMES	8.000	HOURS	1.000	8.00	52.290	418.32
A6-31	INSPECTION	1.00	SYS	24.000	TIMES	24.000	HOURS	1.750	42.00	52.290	2,196.18
A6-32	HEAD REPAIR	1.00	SYS	20.000	HEADS	20.000	HEADS	0.750	15.00	67.290	1,009.35
A6-33	VALVE REPAIR	1.00	SYS	4.000	VALVE	4.000	VALVES	1.100	4.40	93.290	410.48
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	50.000	50.00
A6-36	LINE REPAIR	1.00	SYS	12.000	HOURS	12.000	HOURS	1.000	12.00	63.290	759.48
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	12.000	TIMES	12.000	HOURS	2.500	30.00	37.580	1,127.40
A9-03	RESTROOM MAINTENANCE	1.00	EA	350.00	HR	350.000	HR	0.400	140.00	30.870	4,321.80
A9-09	PLAYGROUND MAINTENANCE	1.00	SYS	104.00	TIMES	104.000	HOURS	1.000	104.00	30.190	3,139.76
A9-31	SWEEPING/WASHING HARD SU	1.00	SYS	12.000	TIMES	12.000	HOURS	2.500	30.00	34.190	1,025.70
Location Subtotals:									934.68		36,793.18
<b>Area P05 LUGO PARK SPORTS COMPLEX</b>											
A3-02	STAKE MAINTENANCE	1.00	SYS	1.000	TIMES	1.000	HOURS	3.000	3.00	44.160	132.48
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	16.000	16.00	47.940	767.04

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FY 15 - 16 Current Budget Work Program

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Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area P05</b>	<b>LUGO PARK SPORTS COMPLEX</b>										
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	300.00	TIMES	300.000	HOURS	1.000	300.00	26.400	7,920.00
A6-03	LEAF PICKUP	1.00	SYS	4.000	TIMES	4.000	HOURS	13.000	52.00	38.350	1,994.20
A6-16	SHRUB PRUNING	1.00	SYS	3.000	TIMES	3.000	HOURS	14.000	42.00	40.760	1,711.92
A6-17	WEED CONTROL (PRE EMERGE	0.25	ACRES	1.000	TIMES	0.250	ACRES	4.000	1.00	95.290	95.29
A6-18	WEED CONTROL (POST EMERG	0.25	ACRES	24.000	TIMES	6.000	ACRES	1.000	6.00	67.290	403.74
A6-19	FERTILIZATION	0.25	ACRES	2.000	TIMES	0.500	ACRES	4.000	2.00	76.580	153.16
A6-21	MOWING/EDGING/TRIMMING-RO	0.75	ACRES	42.000	TIMES	31.500	ACRES	5.000	157.50	43.580	6,863.85
A6-23	AERATION - REGULAR TURF	0.75	ACRES	1.000	TIMES	0.750	ACRES	2.000	1.50	80.290	120.44
A6-25	WEED CONTROL-POST E	0.75	ACRES	2.000	TIMES	1.500	ACRES	2.000	3.00	72.290	216.87
A6-27	WEED CONTROL-PRE E	0.75	ACRES	1.000	TIMES	0.750	ACRES	2.000	1.50	112.290	168.44
A6-28	FERTILIZATION	0.75	ACRES	3.000	TIMES	2.250	ACRES	0.750	1.69	222.290	375.11
A6-30	PROGRAMMING	1.00	SYS	12.000	TIMES	12.000	HOURS	1.000	12.00	52.290	627.48
A6-31	INSPECTION	1.00	SYS	24.000	TIMES	24.000	HOURS	1.250	30.00	52.290	1,568.70
A6-32	HEAD REPAIR	1.00	SYS	15.000	HEADS	15.000	HEADS	0.750	11.25	67.290	757.01
A6-33	VALVE REPAIR	1.00	SYS	4.000	VALVE	4.000	VALVES	1.100	4.40	93.290	410.48
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	99.580	99.58
A6-36	LINE REPAIR	1.00	SYS	10.000	HOURS	10.000	HOURS	1.000	10.00	63.290	632.90
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	24.000	TIMES	24.000	HOURS	1.250	30.00	37.580	1,127.40
A9-03	RESTROOM MAINTENANCE	1.00	EA	350.00	HR	350.000	HR	0.500	175.00	31.870	5,577.25
A9-09	PLAYGROUND MAINTENANCE	1.00	SYS	104.00	TIMES	104.000	HOURS	1.000	104.00	30.190	3,139.76
A9-31	SWEEPING/WASHING HARD SU	1.00	SYS	24.000	TIMES	24.000	HOURS	2.500	60.00	31.870	1,912.20
A9-62	SYNTHETIC SURFACE DISINFE	1.00	EACH	3.000	TIMES	3.000	EACH			1,900.00	5,700.00
	Location Subtotals:								1024.84		42,475.30
<b>Area P06</b>	<b>TRIANGLEPARKWAY</b>										
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	39.050	39.05
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	52.000	TIMES	52.000	HOURS	1.000	52.00	27.560	1,433.12
A6-21	MOWING/EDGING/TRIMMING-RO	0.12	ACRES	45.000	TIMES	5.400	ACRES	12.000	64.80	38.580	2,499.98
A6-23	AERATION - REGULAR TURF	0.12	ACRES	1.000	TIMES	0.120	ACRES	10.000	1.20	62.290	74.75
A6-25	WEED CONTROL-POST E	0.12	ACRES	1.000	TIMES	0.120	ACRES	4.000	0.48	38.660	18.56
A6-27	WEED CONTROL-PRE E	0.12	ACRES	1.000	TIMES	0.120	ACRES	4.000	0.48	78.660	37.76
A6-28	FERTILIZATION	0.12	ACRES	2.000	TIMES	0.240	ACRES	4.000	0.96	188.660	181.11
A6-30	PROGRAMMING	1.00	SYS	6.000	TIMES	6.000	HOURS	1.000	6.00	52.290	313.74
A6-31	INSPECTION	1.00	SYS	16.000	TIMES	16.000	HOURS	1.150	18.40	41.780	768.75
A6-32	HEAD REPAIR	1.00	SYS	6.000	HEADS	6.000	HEADS	1.100	6.60	54.780	361.55
A6-33	VALVE REPAIR	1.00	SYS	3.000	VALVE	3.000	VALVES	1.000	3.00	93.290	279.87
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	96.100	96.10
A6-36	LINE REPAIR	1.00	SYS	3.000	HOURS	3.000	HOURS	1.000	3.00	63.290	189.87
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	6.000	TIMES	6.000	HOURS	1.000	6.00	37.580	225.48
	Location Subtotals:								164.92		6,519.69
<b>Area P07</b>	<b>LA RIVER BASIN</b>										
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	6.000	6.00	39.050	234.30
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	52.000	TIMES	52.000	HOURS	1.500	78.00	27.560	2,149.68
A6-03	LEAF PICKUP	1.00	SYS	2.000	TIMES	2.000	HOURS	16.000	32.00	37.190	1,190.08
A6-16	SHRUB PRUNING	1.00	SYS	1.000	TIMES	1.000	HOURS	4.000	4.00	40.760	163.04
A6-17	WEED CONTROL (PRE EMERGE	0.51	ACRES	1.000	TIMES	0.510	ACRES	3.000	1.53	66.660	101.99
A6-18	WEED CONTROL (POST EMERG	0.51	ACRES	11.000	TIMES	5.610	ACRES	1.500	8.42	67.290	566.25
A6-62	HAND WATERING	1.00	SYS	3.000	TIMES	3.000	HOURS	3.000	9.00	42.660	383.94
	Location Subtotals:								138.95		4,789.28
	Grand Totals:								6162.55		309,600.01

**CITY OF CUDAHY-  
COMPETITIVE PRICING – REVISED 12.10.2015**

Based on our meeting last week, we are providing you with additional pricing options you have requested. We will hold pricing as proposed, and we will accommodate the weekend trash requirements as stated during our meeting.

We are committed to fulfilling the specific landscape needs of the City of Cudahy while providing the service you expect at a price point that fits your budget. ValleyCrest Landscape Maintenance will provide the following competitive pricing:

**BASE MANAGEMENT**

Base Management Monthly Price	\$12,925 (see attached breakdown)
Base Management Yearly Fee Total	\$155,100
ONE TIME CLEAN UP FEE:	\$11,275 (All sites per RFP)
Disposal of debris/waste	\$3,600
Baseball Field Prep (2) two fields	\$180/per occurrence

Base Management pricing includes:

- Chemicals and Fertilizers
- Plant Growth Regulators
- All pruning and plant detail under 12 feet
- Weeding, mowing and edging
- Debris clean-up
- Irrigation Management and labor for minor repairs of sprinkler heads & laterals
- Mulch applications on all planter beds
- Weekend trash clean up

***Thank you for your consideration.***

**QUESTION:**

*“We have a few follow up questions/clarifications regarding the proposal:*

*- The proposal identifies a monthly rate of \$12,925 and references an attached breakdown, but I cannot locate a breakdown of those costs? **PLEASE SEE BELOW UNIT PRICE SHEET**. Can you please submit (email is fine) a breakdown of the monthly rate that includes unit quantities, level of service (type and how its measured), and associated costs? **INCLUDED IN PROPOSAL***

*- The proposed budget itemizes chemicals and fertilizers, plant growth regulators, pruning, weeding, mowing, etc. Does debris clean up include trash, leaves, cleaning and power washing hard surfaces? **YES. HOWEVER, POWER WASHING WILL BE DONE AS NEEDED ONLY TO WALKWAYS AND ENTRANCES**. Also, are other parks maintenance items such as field aeration, weed control, fertilization, backflow repair/testing included as part of the proposed fee?” **YES, HOWEVER, THE BACKFLOW REPAIR/TESTING WILL BE ADDITIONAL COST AS NEEDED. PLAYGROUND INSPECTION IS INCLUDED, REPAIRS ADDITIONAL COST PERFORMED BY OTHERS***

Scope of Work included in cost:

ValleyCrest Landscape Maintenance shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

What You Should Expect During Our Transition Period:

1. ValleyCrest will perform an initial “clean-up” of the property’s landscape prior to commencing the routine maintenance program. This work shall consist of:
  - A. Weed removal in all areas
  - B. Removal of any dead plant material
  - C. Detail of all perennials and shrubs with some crown reduction of older shrubs
  - D. Groundcover separation and detail
  - E. Apply mulch to all planters for improved aesthetic and to aid in moisture retention and weed control
  
2. A ValleyCrest Irrigation Manager will perform a thorough analysis of the irrigation timers, valves, and sprinkler heads. This evaluation will provide you with two (2) vital pieces of information:
  - A. Any broken, inoperable components, or non-irrigated planters that require immediate repair or irrigation,
  - B. Suggested improvements to the system that will focus on water savings, minimizing hardscape damage or slip and falls, or will improve overall landscape health. These may be items for future consideration.

Maintenance Scope of Work

3. ValleyCrest will service the City of Cudahy for maintenance each week. Service will occur every day per work week or more depending on work-load and seasonal requirements.
  
4. ValleyCrest Landscape Maintenance will guarantee all horticultural applications to ensure healthy and thriving plant material.
  
5. The planters throughout the property should be mulched a minimum of two times per year. Additional applications of mulch or bark will be discussed with you and proposed separately.

6. All trees 12 feet and under shall be pruned for pedestrian clearance and any required pruning but otherwise allowed to develop naturally. Tree stakes will be adjusted and/or removed as needed. Contract includes inspections and recommendations by our certified arborist throughout the contract period. Arborist inspections will occur on an annual basis and an inspection report will be provided to the City of Cudahy.
7. A separate proposal for any required tree pruning over 12 feet shall be submitted to ownership or management each year for review. All tree pruning over 12 feet will be supervised by our ISA Certified Arborist.
8. Litter and landscape debris will be removed from all landscaped areas every week on our service day(s).
9. All agronomic applications including shrub and planter fertilization, weed controls, and landscape pest management is included in the monthly maintenance cost. Refer to the Agronomic Calendar for anticipated frequencies and times of the year. All areas of the property will be inspected weekly and a quarterly report shall be provided to ownership/management. If spray control work is required, ownership/management will be notified of work 48 hours in advance. MSDS information will be available upon request.
10. ValleyCrest Landscape Maintenance will perform a monthly review of the irrigation system to ensure 100% function of the irrigation components. Periodically throughout the year, a full Preventative Maintenance Inspection of the irrigation system will be performed and a detailed report will be submitted to ownership/management. An initial report of the irrigation system will be submitted to you within the initial 30 days of the contract period.
11. On a regular basis, ValleyCrest will provide recommendation to improve the appearance of the landscape. Some of these recommendations may require renderings showing how the landscape work will impact a certain area of the property. These recommendation proposals and renderings will be included as part of the landscape service agreement.

**I. Lawn Care:**

**A. Mowing and Edging:**

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

- ✚ Mow patterns are to be alternated each week.
- ✚ Edges shall be trimmed to maintain a neat appearance.
- ✚ Tree wells shall be trimmed and free of weeds

**B. Fertilization:**

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass. Refer to the Agronomic Calendar for frequencies and recommended application times.

**C. Disease control:**

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. ValleyCrest will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments can be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

**D. Insect control:**

ValleyCrest will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost.

**E. Weed control:**

ValleyCrest will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post-emergent weed controls will be applied at times if warranted to control weeds without damaging desirable turf.

**Emergency Service:** If any event or malfunction of the irrigation system occurs that could affect lawn health, ValleyCrest

should be contacted immediately 24 hours a day at (310) 327-8700. We will respond to emergencies and send the appropriate technician to resolve the issue.

**II. Ground Covers, and Shrubs, and perennials:**

**A. Edging:**

Edge ground cover as needed to keep within bounds and away from obstacles. Edges are 'bevel' cut to promote a natural edge up to the hardscape.

**B. Pruning, detailing, and deadheading:**

All perennials and groundcovers shall be detailed on a sequential basis and the crews will work from sequence maps to ensure a uniform, well-manicured look. Shrubs shall be pruned as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

**C. Weed Control:**

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical shall be recommended and legally approved for the specific weed problem.

**D. Fertilization:**

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

**E. Fungicide:**

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

**F. Pesticide:**

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

**G. Control of imported pests:**

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

**III. Tree Care:**

**A. Pruning:**

Height limitation for tree pruning covered in the specification is 12 feet. On trees over 12 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 12 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 12 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

**IV. Mulched Areas/Decorative Rock:**

Mulched or rock areas will be inspected each week. Weeds and grasses in these areas shall be controlled with recommended, legally approved herbicides only if necessary. Mulch applications will be recommended as needed to maintain a fresh appearance.

**V. Irrigation System:**

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner/city.

Any damages to the irrigation system caused by ValleyCrest Landscape Maintenance while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period. Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner/city. Cost of labor and material to perform irrigation repairs is an extra if past the initial warranty period and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments other than regularly scheduled visits, a minimum charge will apply.

**VI. Debris Cleanup:**

All landscape areas shall be clean of debris and trash each week after service. Gardening debris, generated from our work, shall be removed before leaving the work area.

**VII. Bio-Hazards:**

ValleyCrest shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by ValleyCrest employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. We will promptly report/communicate any observations of potential bio-hazards to Ownership/Management for the appropriate removal by others.

Below is an agronomical chart we will use for The City of Cudahy

<b>Ornamentals</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>As Needed</b>
Annual Cut-back year 2		●											
Detail/weed	●	●	●	●	●	●	●	●	●	●	●	●	
Fertilizer			●				●		●				●
Pre-emergent Weed control				●					●				
Post-emergent Weed control			●		●			●			●		
Disease Control													●
Insect Control													●
<b>PLANTER BEDS</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>As Needed</b>
Weed control	●	●	●	●	●	●	●	●	●	●	●	●	
Pre-emergent weed control			●										
Pruning & thinning of beds			●		●		●		●	●			
Spot Treatments (As Needed)				●	●	●	●	●	●	●			
Fertilization				●			●		●	●			
Hand Prune shrubs - detail		●	●	●	●	●	●	●	●	●			
Disease Control													●
Insect Control													●
<b>TREES</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>As Needed</b>
Visual inspect/report concerns	●	●	●	●	●	●	●	●	●	●	●	●	
Hazard prune for clearance 12' height		●			●				●			●	
<b>MISCELLANEOUS</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>As Needed</b>
Debris/ Litter Removal	●	●	●	●	●	●	●	●	●	●	●	●	
Monitor/hand water containers	●	●	●	●	●	●	●	●	●	●	●	●	
Fall Clean-up											●		
Mulch applications			●			●			●			●	
Curb/Gutter Weed Control	●	●	●	●	●	●	●	●	●	●	●	●	
<b>IRRIGATION</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>OPTIONAL</b>
Check and Adjust	●	●	●	●	●	●	●	●	●	●	●	●	
Spring Start Up			●										
Winterization										●			
<b>Turf</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>OPTIONAL</b>
Mow	●	●	●	●	●	●	●	●	●	●	●	●	
Trim	●	●	●	●	●	●	●	●	●	●	●	●	
Backpack blowing (Weekly)	●	●	●	●	●	●	●	●	●	●	●	●	
Edge	●	●	●	●	●	●	●	●	●	●	●	●	
Aeration				●									
Fertilizer	●		●		●		●		●		●		
Pre-emergent Weed control				●									
Post-emergent Weed control					●			●					
Disease Control													●
Insect Control													●

## EXHIBIT A - UNIT PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE AS PART OF THIS AGREEMENT FOR  
THE SOLE PURPOSE OF ADDRESSING BUDGETARY CONSTRAINTS

## Unit Prices for Additional Work

(Items/products/materials not included in price @ cost plus 20%)

Item No.	Description			Unit Price	Unit
1A	Pop-up sprinkler in place repair or replace	4"	@	\$34	EA
1B	Pop-up sprinkler in place repair or replace	6"	@	\$49	EA
1C	Pop-up sprinkler in place repair or replace	12"	@	\$54	EA
2A	Pop-up gear drive sprinkler in place repair or replace	4"	@	\$54	EA
2B	Pop-up gear drive sprinkler in place repair or replace	12"	@	\$85	EA
3	Fix shrub sprinkler in place repair or replace		@	\$16	EA
4	Fix shrub gear drive sprinkler in place repair or replace		@	\$28	EA
5	1-gal. shrub/perennial install		@	\$10	EA
6	2-gal. shrub/perennial install		@	\$20	EA
7	5-gal. shrub/perennial install		@	\$30	EA
8	15-gal. shrub/perennial install		@	\$75	EA
9	5-gal. tree in place (stakes incl.)		@	\$38	EA
10	15 gal. tree in place (stakes incl.)		@	\$95	EA
11	24" box tree in place (stakes incl.)		@	\$300	EA
12	36" box tree in place (stakes incl.)		@	\$650	EA
13	48" box tree in place (stakes incl.)		@	\$1,200	EA
14	Hand watering of tree well		@	\$5	EA
15	Flat of ground-cover install (12" O.C.)		@	\$30	EA
16	Flat of color (8" O.C.)		@	\$25	EA
17	4" pot annual color install		@	\$2	EA
18	Planter bed mulch in place		@	\$35	/ Cubic Yard
19	Turf renovation (incl. de-thatch, over seed, top dress)		@	\$0	/1,000 Sq. Ft.
20	Turf aeration		@	\$0	/1,000 Sq. Ft.
21	Additional laborer		@	\$25	/Manhour
22	Additional supervisor		@	\$35	/Manhour
23	Hourly Rate for Contractor Irrigation Technician		@	\$50	Hour
24	Contractor field maintenance supervisor.		@	\$45	Hour
25	Contractor account manager/administrator		@	\$75	Hour
26	Additional mowing		@	\$0	/100 Sq. Ft.
27	Sod installation, including soil preparation and grading.		@	\$2	SF
28	Seed installation, soil preparation (turf grass, seed and top dressing)		@	\$1	SF
29	Fertilization (shrub bed & turf)		@	\$150	AS/Acre
30	Soil test and analysis		@	\$100	Unit

Item No.	Description		Unit Price	Unit
31	Plant tissue analysis		@ \$100	Unit
32	Plant pathology test		@ \$100	Unit
33	Backflow prevention device inspection		@ \$120	EA
34A	Pesticide application on trees for disease control (spray)		@ \$10	EA
34B	Pesticide application on trees for disease control (injection)		@ \$10	EA
34C	Fertilization application on trees (injection)		@ \$5	EA
35	Landscape Design Services		@ \$125	Hour
36	Submit disease/pest control records to county agricultural commissioner		@ \$10	Per occurrence
37	Insect, disease and rodent control		@ \$150	10,000 Sq. Ft.
38	Tree trunk Guards		@ \$5	EA
39A	Plastic Valve Boxes (by size)	9'x16"	@ \$91	EA
39B	Valve Boxes - 6" round	6" round	@ \$29	EA
39C	Valve Boxes - 10" round	10" round	@ \$49	EA
40	Concrete Header/Mow Strip (6" wide by 6" deep)		@ \$12	LF
41	2" x 4" recycled plastic header by Epic Plastics or approved equal		@ \$8	LF
42	Purchase and spread 2" layer 1"-3" x 5/8" dia. Mulch		@ \$45	CY
43	Spreading 2" layer of City-furnished recycled mulch		@ \$20	CY
44	Furnish and install dog waste receptacle		@ \$150	EA



**PROFESSIONAL SERVICES AGREEMENT**  
**(MCE Corporation- Facilities Maintenance and Landscaping Services)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 8<sup>th</sup> day of February 2016 (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("CITY") and MCE Corporation, a Private Corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services: Facilities maintenance and landscaping services; and

WHEREAS, CITY's in-house personnel is presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, CONSULTANT possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibits "A" and "B"** (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of three years with two one-year options to extend subject to the City Managers or designee's written approval commencing from March 16, 2016 . Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is attached hereto as **Exhibits "A" and "B"** (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$309,601 per year (totaling \$928,803 over three years) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month,

the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. All other "Documents and Data" as defined in paragraph 6.1 shall be and remain property of the CITY.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Public Safety and Services Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee, which designee the CITY may assign by notifying CONSULTANT in writing, shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT'S REPRESENTATIVES: CONSULTANT hereby designates Steve Loweree, Sr. Vice-President or his designee, which designee CONSULTANT may assign by notifying CITY in writing, to act as its representative for the performance of this Agreement (hereinafter,

“CONSULTANT Representative”). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and written approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all

such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced within three (3) business days upon their discovery by either Party and shall be completed within no more than fifteen (15) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion except for any error or omission which may be a hazard to health or life safety in which case corrective action shall be taken immediately and shall be diligently completed. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

**2.5** ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

**2.6** CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided

such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7** REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8** COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9** NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10.** INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on

behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.  
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
  - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT’s profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute to it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request,

CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

- 3.7 If any of the required insurance contains aggregate limits or applies to other operations of CONSULTANT outside of this Agreement, CONSULTANT shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in CONSULTANT's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. CONSULTANT shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
- 3.8 If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, CONSULTANT will provide CITY at least thirty (30) calendar days prior written notice of such intended election.

IV.  
INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT

as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.  
TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of

five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request provided CITY has paid CONSULTANT in full all undisputed sums then due under this Agreement. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

**5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; and (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
  
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
  - i. Within five (5) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 5-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 5-day cure period. The foregoing

notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.i. that exceeds seven (7) calendar days from the end of the initial 5-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement, representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.
- CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement by CONSULTANT or in the CITY's exercise of its remedies under this Agreement.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the

recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.  
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such

consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**  
MCE Corporation  
6515 Trinity Court  
Dublin CA 94568  
Attn: Steve Loweree, Vice President  
Phone: 925-452-2709  
Fax: 925-803-4404  
Email: sloweree@mce-corp.com

**CITY:**  
City of Cudahy  
Attention: City Manager  
5220 Santa Ana Street  
Cudahy, CA 90201  
Attn: City Manager  
Phone: (323) 773-5143  
Fax: (323) 771-2072

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them

subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with

Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF CUDAHY:**

**MCE Corporation, a Public Corporation**

By: \_\_\_\_\_  
Cristian Markovich, Mayor

By:  \_\_\_\_\_  
Name JEFFREY CORE  
Title CEO

**ATTEST:**

By: \_\_\_\_\_  
Deputy City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

## **EXHIBIT A**

**Work Program:**

- A. The Contractor will perform the following Maintenance Services:
  - 1. Interior building maintenance and repair
  - 2. Exterior building maintenance and repair (including but not limited to roofs)
  - 3. Building painting (exterior and interior)
  - 4. Plumbing repairs and restorations
  - 5. Electrical repairs and restoration
  - 6. HVAC repairs, maintenance, and rehabilitation
  - 7. Facility/property landscaping and maintenance
  
- B. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:
  - 1. Proactive weekly schedules
  - 2. Estimated monthly schedules of proposed work
  - 3. End of week reports indicating work completed
  
- C. In addition to the requirement of Item B, during performance of the Services, Contractor will keep the City informed of the status of performance by delivering the following status reports:
  - 1. Monthly Budget Tracking Report for Contract Services
  - 2. Monthly Costs of Materials
  - 3. List of Council/Client/Resident Requests
  
- D. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and acceptable to the City.
  
- E. Contractor will utilize the following personnel to accomplish the Services:
  - 1. Personnel and work crew(s) identified in the Bid
  - 2. Qualified and properly licensed sub-contractors
  
- F. Buildings to be maintained are as follows:
  - 1. City Hall/Library
  - 2. Bedwell Hall
  - 3. Cudahy Park Snack Bar
  - 4. Clara Park – Turner Hall and Gym
  - 5. Clara Park Expansion – Snack Bar
  - 6. Lugo Park – Snack Bar
  - 7. Lugo Park – Teen Center, Fitness Gym, and Maintenance Yard
  - 8. City owned properties:
    - i. 4613 / 4615 Clara Street
    - ii. 7630 to 7644 Atlantic Avenue
    - iii. 5256 to 5260 Elizabeth Street

- iv. 8100 to 8110 Atlantic Avenue
- v. 4720 to 4734 Santa Ana Street
- vi. 4819 Patata Street
- vii. 8420 Atlantic Avenue
- viii. 4629 to 4633 Cecilia Street
- ix. 8135 to 8221 Atlantic Avenue

G. Parks facilities to be maintained are as follows:

- 1. Cudahy Park
- 2. River Road Pocket Park
- 3. Clara Park Sports Complex, Clara Park Expansion
- 4. Lugo Park Sports Complex
- 5. Triangle Parkway
- 6. LA River Bikeway

# **EXHIBIT B**

Exhibit B

01/18/16  
06:10 AM

15-992 - CITY OF CUDAHY - 9999  
FY 15 - 16 Current Budget Work Program

Page No. 1

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/ Unit	Total Hours	Unit Cost	Total Cost
<b>Area B01 CITYHALL/LIBRARY</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	49.580	1,189.92
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	81.200	487.20
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	30.000	HR	30.000	HR	1.000	30.00	47.890	1,430.70
B1-05A	ANN. P.M. EMERG. LIGHTS	9.00	EA	1.222	TIME	11.000	EA	0.230	2.53	45.030	113.93
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	82.140	657.12
B1-06A	QTRLY. P.M. PACKAGE HVAC	5.00	EA	4.000	TIMES	20.000	EA			80.000	1,600.00
B1-06B	ANN. P.M. EXHAUST FANS	4.00	EA	1.000	TIME	4.000	EA	0.350	1.40	44.210	61.89
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	75.080	750.80
B1-07A	ANN. P.M. EXTERIOR DOORS	6.00	EA	1.000	TIME	6.000	EA	0.165	0.99	44.460	44.02
B1-07B	ANN. P.M. INTERIOR DOORS	14.00	EA	1.000	TIME	14.000	EA	0.200	2.80	45.010	126.03
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR			137.500	137.50
B1-10	WALL MAINTENANCE	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	71.820	861.84
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	135.960	1,631.52
B1-11B	ANN. P.M. PLUMB. FIXTUR	17.00	EA	1.000	TIMES	17.000	EA	0.200	3.40	50.830	172.82
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	50.430	75.64
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	56.430	225.72
B1-15	FURNITURE MOVING	1.00	HR	12.000	HR	12.000	HR	1.000	12.00	43.340	520.08
B1-16	RESTROOM REPAIR	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	75.450	603.60
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	37.330	895.92
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	9.00	EA	1.000	TIMES	9.000	EA	0.200	1.80	148.780	267.80
B1-20	PEST CONTROL	1.00	HR	20.000	HR	20.000	HR	1.000	20.00	38.150	763.00
B1-21	JANITORIAL	10.14	MSF	12.000	TIMES	121.680	MSF			40.000	4,867.20
B1-23	ELECTRICAL	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	121.620	729.72
B1-23A	ANN. P.M. ELECT. SYSTEM	2.00	PANELS	1.000	TIMES	2.000	PANELS			150.000	300.00
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	90.660	181.32
B1-27	INTERIOR PAINTING	1.00	SYSTEM	4.500	HR	4.500	HR	1.000	4.50	68.330	307.49
B1-29	ROOF REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	91.780	367.12
B1-29A	ANN. P.M. ROOFS & DRAINS	10.14	MSF	1.000	TIMES	10.140	MSF	1.000	10.14	42.070	428.59
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	353.130	708.26
B1-44A	MONTHLY P.M. AED UNIT	2.00	EA	11.000	MO	22.000	EA	0.200	4.40	58.910	259.20
Location Subtotals:									217.46		20,761.95
<b>Area B02 BEDWELLHALL</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	48.910	391.28
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	72.560	290.24
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	18.000	HR	18.000	HR	1.000	18.00	47.920	862.56
B1-05A	ANN. P.M. EMERG. LIGHTS	9.00	EA	1.000	TIME	9.000	EA	0.230	2.07	45.030	93.21
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	114.020	684.12
B1-06A	QTRLY. P.M. PACKAGE HVAC	5.00	EA	4.000	TIMES	20.000	EA			80.000	1,600.00
B1-06B	ANN. P.M. EXHAUST FANS	2.00	EA	1.000	TIME	2.000	EA	0.500	1.00	50.010	50.01
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	75.550	302.20
B1-07A	ANN. P.M. EXTERIOR DOORS	14.00	EA	1.000	TIME	14.000	EA	0.200	2.80	50.260	140.73
B1-07B	ANN. P.M. INTERIOR DOORS	16.00	EA	1.000	TIME	16.000	EA	0.150	2.40	50.810	121.94
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	217.510	435.02
B1-10	WALL MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	73.450	734.50
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	102.030	818.24
B1-11B	ANN. P.M. PLUMB. FIXTUR	17.00	EA	1.000	TIMES	17.000	EA	0.150	2.55	50.830	129.62
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	50.430	75.64
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	66.970	200.91
B1-16	RESTROOM REPAIR	1.00	SYSTEM	10.000	HR	10.000	HR	0.700	7.00	70.990	498.93
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	20.000	HR	20.000	HR	0.808	16.16	41.550	671.45
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	7.00	EA	1.000	TIMES	7.000	EA	0.200	1.40	143.780	201.29
B1-20	PEST CONTROL	1.00	HR	16.000	HR	16.000	HR	1.000	16.00	38.530	616.48
B1-21	JANITORIAL	10.20	MSF	12.000	TIMES	122.400	MSF			28.000	3,427.20
B1-23	ELECTRICAL	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	128.800	772.80
B1-23A	ANN. P.M. ELECT. SYSTEM	3.00	PANELS	1.000	TIMES	3.000	PANELS			150.000	450.00
B1-25	APPLIANCE MAINT.	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	44.570	178.28
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	44.580	89.16
B1-27	INTERIOR PAINTING	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	61.850	123.70
B1-29	ROOF REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	121.250	485.00
B1-29A	ANN. P.M. ROOFS & DRAINS	10.20	MSF	1.000	TIMES	10.200	MSF	0.750	7.65	44.360	339.35
B1-44A	MONTHLY P.M. AED UNIT	1.00	EA	11.000	MO	11.000	EA	0.200	2.20	58.910	129.60
Location Subtotals:									143.73		14,909.47
<b>Area B03 CUDAHY PARK SNACK BAR</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	32.470	64.94

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Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area B03 CUDAHY PARK SNACK BAR</b>											
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	1.500	HR	1.500	HR	1.000	1.50	40.340	60.51
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	59.960	59.96
B1-10	WALL MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	49.570	49.57
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	111.760	447.04
B1-11B	ANN. P.M. PLUMB. FIXTUR	6.00	EA	1.000	TIMES	6.000	EA	0.165	0.99	47.350	46.88
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	61.110	91.66
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	49.950	99.90
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	1.00	EA	2.000	TIMES	2.000	EA	0.250	0.50	132.470	66.23
B1-20	PEST CONTROL	1.00	HR	2.000	HR	2.000	HR	2.000	4.00	37.990	151.96
B1-23	ELECTRICAL	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	243.140	243.14
B1-23A	ANN. P.M. ELECT. SYSTEM	1.00	PANELS	1.000	TIMES	1.000	PANELS			150.000	150.00
B1-29	ROOF REPAIR	1.00	SYSTEM	1.500	HR	1.500	HR	1.000	1.50	74.130	111.19
B1-29A	ANN. P.M. ROOFS & DRAINS	0.80	MSF	1.000	TIMES	0.800	MSF	1.200	0.96	44.360	42.59
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	56.040	112.08
B1-44A	MONTHLY P.M. AED UNIT	1.00	EA	11.000	MO	11.000	EA	0.200	2.20	58.910	129.60
Location Subtotals:									26.15		1,927.26

<b>Area B04 CLARA PARK -TURNER HALL AND GYM</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	44.580	1,069.92
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	77.340	386.70
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	40.000	HR	40.000	HR	1.000	40.00	41.670	1,666.80
B1-05A	ANN. P.M. EMERG. LIGHTS	9.00	EA	1.000	TIME	9.000	EA	0.230	2.07	50.830	105.22
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	97.920	979.20
B1-06A	QTRLY. P.M. PACKAGE HVAC	6.00	EA	4.000	TIMES	24.000	EA			80.000	1,920.00
B1-06B	ANN. P.M. EXHAUST FANS	4.00	EA	1.000	TIME	4.000	EA	0.500	2.00	56.470	112.94
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	80.230	802.30
B1-07A	ANN. P.M. EXTERIOR DOORS	10.00	EA	1.000	TIME	10.000	EA	0.180	1.80	50.260	90.47
B1-07B	ANN. P.M. INTERIOR DOORS	25.00	EA	1.000	TIME	25.000	EA	0.150	3.75	50.810	190.54
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	148.580	445.74
B1-10	WALL MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	72.270	722.70
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	14.000	HR	14.000	HR	1.000	14.00	113.040	1,582.56
B1-11B	ANN. P.M. PLUMB. FIXTUR	34.00	EA	1.000	TIMES	34.000	EA	0.125	4.25	50.830	216.03
B1-11E	ANN. P.M. DRINK. FOUNTAIN	2.00	EA	1.000	TIMES	2.000	EA	1.000	2.00	50.830	101.66
B1-11G	ANN. P.M. WATER HEATER	2.00	EA	1.000	TIMES	2.000	EA	1.500	3.00	61.110	183.33
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	42.710	213.55
B1-16	RESTROOM REPAIR	1.00	SYSTEM	16.000	HR	16.000	HR	1.000	16.00	61.560	984.96
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	32.000	HR	32.000	HR	1.000	32.00	43.660	1,397.12
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	9.00	EA	1.000	TIMES	9.000	EA	0.150	1.35	132.470	178.83
B1-20	PEST CONTROL	1.00	HR	24.000	HR	24.000	HR	1.000	24.00	35.850	860.40
B1-21	JANITORIAL	22.30	MSF	12.000	TIMES	267.600	MSF			37.000	9,901.20
B1-23	ELECTRICAL	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	178.050	1,068.30
B1-23A	ANN. P.M. ELECT. SYSTEM	4.00	PANELS	1.000	TIMES	4.000	PANELS			150.000	600.00
B1-25	APPLIANCE MAINT.	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	69.010	138.02
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	44.580	178.32
B1-27	INTERIOR PAINTING	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	73.450	293.80
B1-29	ROOF REPAIR	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	85.600	428.00
B1-29A	ANN. P.M. ROOFS & DRAINS	22.30	MSF	1.000	TIMES	22.300	MSF	0.500	11.15	44.360	494.61
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	66.040	264.16
B1-44A	MONTHLY P.M. AED UNIT	2.00	EA	11.000	MO	22.000	EA	0.250	5.50	58.910	324.00
Location Subtotals:									254.87		27,901.38

<b>Area B05 CLARA PARK EXPANSION -SNACK BAR</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	49.580	49.58
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	74.840	74.84
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	109.840	109.84
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	61.110	91.66
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	64.920	64.92
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	1.00	EA	1.000	TIMES	1.000	EA	0.170	0.17	132.470	22.52
B1-20	PEST CONTROL	1.00	HR	2.000	HR	2.000	HR	1.000	2.00	40.990	81.98
B1-23A	ANN. P.M. ELECT. SYSTEM	1.00	PANELS	1.000	TIMES	1.000	PANELS			63.590	63.59
B1-29	ROOF REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	68.330	136.66
B1-29A	ANN. P.M. ROOFS & DRAINS	1.60	MSF	1.000	TIMES	1.600	MSF	0.800	1.28	44.360	56.78
Location Subtotals:									10.95		752.38

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<b>Area B06 LUGO PARK -SNACK BAR</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	32.470	64.94
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	53.340	53.34
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	80.640	80.64
B1-07A	ANN. P.M. EXTERIOR DOORS	2.00	EA	1.000	TIME	2.000	EA	0.260	0.52	60.950	31.69
B1-10	WALL MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	49.570	49.57
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	3.500	HR	3.500	HR	1.000	3.50	116.840	408.94
B1-11B	ANN. P.M. PLUMB. FIXTUR	6.00	EA	1.000	TIMES	6.000	EA	0.165	0.99	58.010	57.43
B1-11G	ANN. P.M. WATER HEATER	1.00	EA	1.000	TIMES	1.000	EA	1.500	1.50	61.110	91.66
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	64.920	129.84
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	1.00	EA	3.000	TIMES	3.000	EA	0.170	0.51	132.470	67.56
B1-23	ELECTRICAL	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	149.550	149.55
B1-23A	ANN. P.M. ELECT. SYSTEM	1.00	PANELS	1.000	TIMES	1.000	PANELS			150.000	150.00
B1-29	ROOF REPAIR	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	68.330	68.33
B1-29A	ANN. P.M. ROOFS & DRAINS	1.76	MSF	1.000	TIMES	1.760	MSF	1.200	2.11	44.360	93.69
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	56.040	112.08
B1-44A	MONTHLY P.M. AED UNIT	1.00	EA	11.000	MO	11.000	EA	0.200	2.20	58.910	129.60
Location Subtotals:									22.33		1,738.87

<b>Area B07 LUGO PARK -TEEN CENTER/FITNESS GYM, YARD</b>											
B1-03	ROUTINE INSPECTION	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	44.580	1,069.92
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	77.340	618.72
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	32.000	HR	32.000	HR	1.000	32.00	43.670	1,397.44
B1-05A	ANN. P.M. EMERG. LIGHTS	9.00	EA	1.000	TIME	9.000	EA	0.230	2.07	50.830	105.22
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	104.270	1,251.24
B1-06A	QTRLY. P.M. PACKAGE HVAC	6.00	EA	4.000	TIMES	24.000	EA			150.000	3,600.00
B1-06B	ANN. P.M. EXHAUST FANS	4.00	EA	1.000	TIME	4.000	EA	0.500	2.00	50.010	100.02
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	75.230	902.76
B1-07A	ANN. P.M. EXTERIOR DOORS	10.00	EA	1.000	TIME	10.000	EA	0.180	1.80	60.950	109.71
B1-07B	ANN. P.M. INTERIOR DOORS	24.00	EA	1.000	TIME	24.000	EA	0.154	3.70	50.810	187.79
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	156.700	470.10
B1-10	WALL MAINTENANCE	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	88.070	528.42
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	121.440	1,214.40
B1-11B	ANN. P.M. PLUMB. FIXTUR	34.00	EA	1.000	TIMES	34.000	EA	0.125	4.25	50.830	216.03
B1-11E	ANN. P.M. DRINK. FOUNTAIN	2.00	EA	1.000	TIMES	2.000	EA	1.000	2.00	61.260	122.52
B1-11G	ANN. P.M. WATER HEATER	2.00	EA	1.000	TIMES	2.000	EA	1.500	3.00	61.110	183.33
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	53.340	266.70
B1-16	RESTROOM REPAIR	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	67.240	672.40
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	28.000	HR	28.000	HR	1.000	28.00	43.660	1,222.48
B1-19A	ANN. P.M. FIRE EXTINGUISHERS	9.00	EA	1.000	TIMES	9.000	EA	0.150	1.35	132.470	178.83
B1-20	PEST CONTROL	1.00	HR	24.000	HR	24.000	HR	1.000	24.00	38.180	915.84
B1-21	JANITORIAL	20.10	MSF	12.000	TIMES	241.200	MSF			40.000	9,648.00
B1-23	ELECTRICAL	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	153.050	1,224.40
B1-23A	ANN. P.M. ELECT. SYSTEM	4.00	PANELS	1.000	TIMES	4.000	PANELS			150.000	600.00
B1-25	APPLIANCE MAINT.	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	69.010	138.02
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	44.580	178.32
B1-27	INTERIOR PAINTING	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	73.450	293.80
B1-29	ROOF REPAIR	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	85.600	513.60
B1-29A	ANN. P.M. ROOFS & DRAINS	20.10	MSF	1.000	TIMES	20.100	MSF	0.873	17.55	44.360	778.40
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	66.040	132.08
B1-44A	MONTHLY P.M. AED UNIT	2.00	EA	11.000	MO	22.000	EA	0.250	5.50	58.910	324.00
Location Subtotals:									243.21		29,164.50

<b>Area D01 4613 - 4615 CLARA ST</b>											
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	12.000	TIMES	12.000	HOURS	3.000	36.00	31.270	1,125.72
A6-90	GRAFFITI REMOVAL	1.00	RD MI	12.000	HR	12.000	HR	2.000	24.00	68.680	1,648.32
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	8.000	HR	8.000	HR	2.000	16.00	38.840	621.44
Location Subtotals:									76.00		3,395.48

<b>Area D02 7630 - 7644 ATLANTIC AVE</b>											
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	12.000	TIMES	12.000	HOURS	1.000	12.00	31.270	375.24
A6-90	GRAFFITI REMOVAL	1.00	RD MI	12.000	HR	12.000	HR	1.000	12.00	62.380	748.56
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	4.000	HR	4.000	HR	2.000	8.00	41.170	329.36

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Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/ Unit	Total Hours	Unit Cost	Total Cost
<b>Area D02</b>	<b>7630 - 7644 ATLANTIC AVE</b>										
	Location Subtotals:								32.00		1,453.16
<b>Area D03</b>	<b>5256 - 5260 ELIZABETH ST</b>										
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	12.000	TIMES	12.000	HOURS	3.000	36.00	31.270	1,125.72
A6-90	GRAFFITIREMOVAL	1.00	RD MI	12.000	HR	12.000	HR	1.000	12.00	65.320	783.84
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	10.000	HR	10.000	HR	2.000	20.00	41.170	823.40
	Location Subtotals:								68.00		2,732.96
<b>Area D04</b>	<b>8100 - 8110 ATLANTIC AVE</b>										
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	12.000	TIMES	12.000	HOURS	2.500	30.00	33.350	1,000.50
A6-90	GRAFFITIREMOVAL	1.00	RD MI	12.000	HR	12.000	HR	1.000	12.00	65.320	783.84
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	10.000	HR	10.000	HR	2.000	20.00	41.170	823.40
	Location Subtotals:								62.00		2,607.74
<b>Area D05</b>	<b>4720 - 4734 SANTA ANA ST</b>										
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	12.000	TIMES	12.000	HOURS	2.000	24.00	33.350	800.40
A6-90	GRAFFITIREMOVAL	1.00	RD MI	12.000	HR	12.000	HR	1.000	12.00	65.320	783.84
D7-03	MECH.WEED REM. (UNIM)	1.00	AC UNIM	12.000	HR	12.000	HR	1.000	12.00	37.110	445.32
	Location Subtotals:								48.00		2,029.56
<b>Area P01</b>	<b>CUDAHYPARK</b>										
A3-02	STAKE MAINTENANCE	1.00	SYS	2.000	TIMES	2.000	HOURS	2.000	4.00	34.160	136.64
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	12.000	12.00	47.940	575.28
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	300.000	TIMES	300.000	HOURS	1.000	300.00	26.400	7,920.00
A6-03	LEAF PICKUP	1.00	SYS	4.000	TIMES	4.000	HOURS	18.000	72.00	39.510	2,844.72
A6-08	MULCHING	1.00	SYS	1.000	TIMES	1.000	HOURS	4.000	4.00	54.160	216.64
A6-10	P/T BEDDINGS	1.00	SYS	3.000	TIMES	3.000	HOURS	3.500	10.50	39.470	414.44
A6-16	SHRUB PRUNING	1.00	SYS	3.000	TIMES	3.000	HOURS	8.000	24.00	40.760	978.24
A6-17	WEED CONTROL (PRE EMERGE	0.30	ACRES	1.000	TIMES	0.300	ACRES	2.000	0.60	95.290	57.17
A6-18	WEED CONTROL (POST EMERG	0.30	ACRES	24.000	TIMES	7.200	ACRES	1.500	10.80	67.290	726.73
A6-19	FERTILIZATION	0.30	ACRES	2.000	TIMES	0.600	ACRES	2.000	1.20	76.580	91.90
A6-21	MOWING/EDGING/TRIMMING-RO	4.28	ACRES	45.000	TIMES	192.600	ACRES	1.800	346.68	41.190	14,279.75
A6-23	AERATION - REGULAR TURF	4.28	ACRES	2.000	TIMES	8.560	ACRES	1.250	10.70	80.290	859.10
A6-25	WEED CONTROL-POST E	4.28	ACRES	2.000	TIMES	8.560	ACRES	1.500	12.84	72.290	928.20
A6-26	TURF RENOVATION-SPOT	4.28	ACRES	0.100	TIMES	0.430	ACRES	15.000	6.45	150.290	969.37
A6-27	WEED CONTROL-PRE E	4.28	ACRES	1.000	TIMES	4.280	ACRES	1.500	6.42	112.290	720.90
A6-28	FERTILIZATION	4.28	ACRES	3.000	TIMES	12.840	ACRES	0.850	10.91	222.290	2,426.07
A6-30	PROGRAMMING	1.00	SYS	12.000	TIMES	12.000	HOURS	1.000	12.00	52.290	627.48
A6-31	INSPECTION	1.00	SYS	24.000	TIMES	24.000	HOURS	2.500	60.00	52.290	3,137.40
A6-32	HEAD REPAIR	1.00	SYS	50.000	HEADS	50.000	HEADS	0.650	32.50	67.290	2,186.93
A6-33	VALVE REPAIR	1.00	SYS	8.000	VALVE	8.000	VALVES	1.100	8.80	93.290	820.95
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	2.000	2.00	104.220	208.44
A6-36	LINE REPAIR	1.00	SYS	20.000	HOURS	20.000	HOURS	1.000	20.00	63.290	1,265.80
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	24.000	TIMES	24.000	HOURS	1.500	36.00	37.580	1,352.88
A9-03	RESTROOM MAINTENANCE	1.00	EA	325.000	HR	325.000	HR	0.500	162.50	31.870	5,178.88
A9-09	PLAYGROUND MAINTENANCE	1.00	SYS	104.000	TIMES	104.000	HOURS	1.000	104.00	31.580	3,284.32
A9-23	BALLFIELD MAINTENANCE	2.00	SYS	1.000	TIMES	2.000	HOURS	12.000	24.00	50.350	1,208.40
A9-31	SWEEPING/WASHING HARD SU	1.00	SYS	24.000	TIMES	24.000	HOURS	3.000	72.00	34.190	2,461.68
	Location Subtotals:								1366.90		55,878.31
<b>Area P02</b>	<b>RIVER ROAD POCKET PARK</b>										
A3-09	CLEARANCE TRIMMING	1.00	SYS	2.000	TIMES	2.000	HOURS	6.000	12.00	39.050	468.60
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	52.000	TIMES	52.000	HOURS	1.250	65.00	31.270	2,032.55
A6-03	LEAF PICKUP	1.00	SYS	5.000	TIMES	5.000	HOURS	8.000	40.00	47.640	1,905.60
A6-16	SHRUB PRUNING	1.00	SYS	1.000	TIMES	1.000	HOURS	8.000	8.00	40.760	328.08
A6-17	WEED CONTROL (PRE EMERGE	0.24	ACRES	1.000	TIMES	0.240	ACRES	9.000	2.16	66.660	143.99
A6-18	WEED CONTROL (POST EMERG	0.24	ACRES	12.000	TIMES	2.880	ACRES	4.000	11.52	46.990	541.32
A6-19	FERTILIZATION	0.24	ACRES	1.000	TIMES	0.240	ACRES	4.000	0.96	76.580	73.52
A6-30	PROGRAMMING	1.00	SYS	4.000	TIMES	4.000	HOURS	0.500	2.00	52.290	104.58
A6-31	INSPECTION	1.00	SYS	14.000	TIMES	14.000	HOURS	1.150	16.10	52.290	841.67
A6-32	HEAD REPAIR	1.00	SYS	15.000	HEADS	15.000	HEADS	1.100	16.50	54.780	903.87

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Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/ Unit	Total Hours	Unit Cost	Total Cost
<b>Area P02 RIVER ROAD POCKET PARK</b>											
A6-33	VALVE REPAIR	1.00	SYS	5.000	VALVE	5.000	VALVES	1.000	5.00	93.290	466.45
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	84.780	84.78
A6-36	LINE REPAIR	1.00	SYS	11.000	HOURS	11.000	HOURS	1.000	11.00	55.100	606.10
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	2.000	TIMES	2.000	HOURS	1.000	2.00	37.580	75.16
D8-02	DG PATHS	1.00	SYS	2.000	TIMES	2.000	HOURS	3.000	6.00	50.050	300.30
Location Subtotals:									199.24		8,874.77
<b>Area P03 CLARA PARK SPORTS COMPLEX</b>											
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	16.000	16.00	47.940	767.04
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	300.000	TIMES	300.000	HOURS	1.000	300.00	26.400	7,920.00
A6-03	LEAF PICKUP	1.00	SYS	4.000	TIMES	4.000	HOURS	18.000	72.00	37.190	2,677.68
A6-16	SHRUB PRUNING	1.00	SYS	3.000	TIMES	3.000	HOURS	8.000	24.00	40.760	978.24
A6-17	WEED CONTROL (PRE EMERGE	3.08	ACRES	1.000	TIMES	3.080	ACRES	1.350	4.16	95.290	396.22
A6-18	WEED CONTROL (POST EMERG	3.08	ACRES	2.000	TIMES	6.160	ACRES	1.500	9.24	67.290	621.76
A6-19	FERTILIZATION	3.08	ACRES	3.000	TIMES	9.240	ACRES	2.000	18.48	76.580	1,415.20
A6-21	MOWING/EDGING/TRIMMING-RO	3.08	ACRES	45.000	TIMES	138.600	ACRES	1.700	235.62	43.580	10,268.32
A6-23	AERATION - REGULAR TURF	3.08	ACRES	2.000	TIMES	6.160	ACRES	1.250	7.70	80.290	618.23
A6-25	WEED CONTROL-POST E	3.08	ACRES	2.000	TIMES	6.160	ACRES	1.500	9.24	72.290	667.96
A6-26	TURF RENOVATION-SPOT	3.08	ACRES	0.100	TIMES	0.310	ACRES	8.000	2.48	150.290	372.72
A6-27	WEED CONTROL-PRE E	3.08	ACRES	1.000	TIMES	3.080	ACRES	1.500	4.62	112.290	518.78
A6-28	FERTILIZATION	3.08	ACRES	3.000	TIMES	9.240	ACRES	0.750	6.93	222.290	1,540.47
A6-30	PROGRAMMING	1.00	SYS	12.000	TIMES	12.000	HOURS	1.250	15.00	52.290	784.35
A6-31	INSPECTION	1.00	SYS	20.000	TIMES	20.000	HOURS	2.000	40.00	52.290	2,091.60
A6-32	HEAD REPAIR	1.00	SYS	25.000	HEADS	25.000	HEADS	0.750	18.75	67.290	1,261.69
A6-33	VALVE REPAIR	1.00	SYS	6.000	VALVE	6.000	VALVES	1.100	6.60	93.290	615.71
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	99.580	99.58
A6-36	LINE REPAIR	1.00	SYS	16.000	HOURS	16.000	HOURS	1.000	16.00	63.290	1,012.64
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	12.000	TIMES	12.000	HOURS	2.500	30.00	37.580	1,127.40
A9-03	RESTROOM MAINTENANCE	1.00	EA	325.000	HR	325.000	HR	0.500	162.50	31.870	5,178.88
A9-09	PLAYGROUND MAINTENANCE	1.00	SYS	104.000	TIMES	104.000	HOURS	1.000	104.00	30.190	3,139.76
A9-31	SWEEPING/WASHING HARD SU	1.00	SYS	12.000	TIMES	12.000	HOURS	2.000	24.00	34.190	820.56
Location Subtotals:									1128.32		44,894.78
<b>Area P04 CLARA PARK EXPANSION</b>											
A3-02	STAKE MAINTENANCE	1.00	SYS	2.000	TIMES	2.000	HOURS	4.000	8.00	34.160	273.28
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	8.000	8.00	47.940	383.52
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	300.000	TIMES	300.000	HOURS	0.800	240.00	26.400	6,336.00
A6-03	LEAF PICKUP	1.00	SYS	4.000	TIMES	4.000	HOURS	7.000	28.00	37.190	1,041.32
A6-10	P/T BEDDINGS	1.00	SYS	3.000	TIMES	3.000	HOURS	2.000	6.00	36.510	219.06
A6-16	SHRUB PRUNING	1.00	SYS	3.000	TIMES	3.000	HOURS	5.000	15.00	40.760	611.40
A6-17	WEED CONTROL (PRE EMERGE	0.48	ACRES	1.000	TIMES	0.480	ACRES	3.000	1.44	76.660	110.39
A6-18	WEED CONTROL (POST EMERG	0.48	ACRES	24.000	TIMES	11.520	ACRES	1.250	14.40	67.290	968.98
A6-19	FERTILIZATION	0.48	ACRES	2.000	TIMES	0.960	ACRES	3.000	2.88	76.580	220.55
A6-21	MOWING/EDGING/TRIMMING-RO	1.23	ACRES	45.000	TIMES	55.350	ACRES	3.600	199.26	43.580	8,683.75
A6-23	AERATION - REGULAR TURF	1.23	ACRES	2.000	TIMES	2.460	ACRES	2.000	4.92	80.290	395.03
A6-25	WEED CONTROL-POST E	1.23	ACRES	2.000	TIMES	2.460	ACRES	1.500	3.69	72.290	266.75
A6-26	TURF RENOVATION-SPOT	1.23	ACRES	0.200	TIMES	0.250	ACRES	36.000	9.00	150.290	1,352.61
A6-27	WEED CONTROL-PRE E	1.23	ACRES	1.000	TIMES	1.230	ACRES	1.750	2.15	112.290	241.70
A6-28	FERTILIZATION	1.23	ACRES	3.000	TIMES	3.690	ACRES	1.500	5.54	222.290	1,230.38
A6-30	PROGRAMMING	1.00	SYS	8.000	TIMES	8.000	HOURS	1.000	8.00	52.290	418.32
A6-31	INSPECTION	1.00	SYS	24.000	TIMES	24.000	HOURS	1.750	42.00	52.290	2,198.18
A6-32	HEAD REPAIR	1.00	SYS	20.000	HEADS	20.000	HEADS	0.750	15.00	67.290	1,009.35
A6-33	VALVE REPAIR	1.00	SYS	4.000	VALVE	4.000	VALVES	1.100	4.40	93.290	410.48
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	50.000	50.00
A6-36	LINE REPAIR	1.00	SYS	12.000	HOURS	12.000	HOURS	1.000	12.00	63.290	759.48
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	12.000	TIMES	12.000	HOURS	2.500	30.00	37.580	1,127.40
A9-03	RESTROOM MAINTENANCE	1.00	EA	350.000	HR	350.000	HR	0.400	140.00	30.870	4,321.80
A9-09	PLAYGROUND MAINTENANCE	1.00	SYS	104.000	TIMES	104.000	HOURS	1.000	104.00	30.190	3,139.76
A9-31	SWEEPING/WASHING HARD SU	1.00	SYS	12.000	TIMES	12.000	HOURS	2.500	30.00	34.190	1,025.70
Location Subtotals:									934.68		36,793.18
<b>Area P05 LUGO PARK SPORTS COMPLEX</b>											
A3-02	STAKE MAINTENANCE	1.00	SYS	1.000	TIMES	1.000	HOURS	3.000	3.00	44.160	132.48
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	16.000	16.00	47.940	767.04

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Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area P05 LUGO PARK SPORTS COMPLEX</b>											
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	300.00	TIMES	300.000	HOURS	1.000	300.00	26.400	7,920.00
A6-03	LEAF PICKUP	1.00	SYS	4.000	TIMES	4.000	HOURS	13.000	52.00	38.350	1,994.20
A6-16	SHRUB PRUNING	1.00	SYS	3.000	TIMES	3.000	HOURS	14.000	42.00	40.760	1,711.92
A6-17	WEED CONTROL (PRE EMERGE	0.25	ACRES	1.000	TIMES	0.250	ACRES	4.000	1.00	95.290	95.29
A6-18	WEED CONTROL (POST EMERG	0.25	ACRES	24.000	TIMES	6.000	ACRES	1.000	6.00	67.290	403.74
A6-19	FERTILIZATION	0.25	ACRES	2.000	TIMES	0.500	ACRES	4.000	2.00	76.580	153.16
A6-21	MOWING/EDGING/TRIMMING-RO	0.75	ACRES	42.000	TIMES	31.500	ACRES	5.000	157.50	43.580	6,863.85
A6-23	AERATION - REGULAR TURF	0.75	ACRES	1.000	TIMES	0.750	ACRES	2.000	1.50	80.290	120.44
A6-25	WEED CONTROL-POST E	0.75	ACRES	2.000	TIMES	1.500	ACRES	2.000	3.00	72.290	216.87
A6-27	WEED CONTROL-PRE E	0.75	ACRES	1.000	TIMES	0.750	ACRES	2.000	1.50	112.290	168.44
A6-28	FERTILIZATION	0.75	ACRES	3.000	TIMES	2.250	ACRES	0.750	1.89	222.290	375.11
A6-30	PROGRAMMING	1.00	SYS	12.000	TIMES	12.000	HOURS	1.000	12.00	52.290	627.48
A6-31	INSPECTION	1.00	SYS	24.000	TIMES	24.000	HOURS	1.250	30.00	52.290	1,568.70
A6-32	HEAD REPAIR	1.00	SYS	15.000	HEADS	15.000	HEADS	0.750	11.25	67.290	757.01
A6-33	VALVE REPAIR	1.00	SYS	4.000	VALVE	4.000	VALVES	1.100	4.40	93.290	104.48
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	99.580	99.58
A6-36	LINE REPAIR	1.00	SYS	10.000	HOURS	10.000	HOURS	1.000	10.00	63.290	632.90
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	24.000	TIMES	24.000	HOURS	1.250	30.00	37.580	1,127.40
A9-03	RESTROOM MAINTENANCE	1.00	EA	350.00	HR	350.000	HR	0.500	175.00	31.870	5,577.25
A9-09	PLAYGROUND MAINTENANCE	1.00	SYS	104.00	TIMES	104.000	HOURS	1.000	104.00	30.190	3,139.76
A9-31	SWEEPING/WASHING HARD SU	1.00	SYS	24.000	TIMES	24.000	HOURS	2.500	60.00	31.870	1,912.20
A9-62	SYNTHETIC SURFACE DISINFE	1.00	EACH	3.000	TIMES	3.000	EACH			1,900.00	5,700.00
Location Subtotals:									1024.84		42,475.30
<b>Area P06 TRIANGLEPARKWAY</b>											
A3-09	CLEARANCETRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	39.050	39.05
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	52.000	TIMES	52.000	HOURS	1.000	52.00	27.560	1,433.12
A6-21	MOWING/EDGING/TRIMMING-RO	0.12	ACRES	45.000	TIMES	5.400	ACRES	12.000	64.80	38.580	2,499.98
A6-23	AERATION - REGULAR TURF	0.12	ACRES	1.000	TIMES	0.120	ACRES	10.000	1.20	62.290	74.75
A6-25	WEED CONTROL-POST E	0.12	ACRES	1.000	TIMES	0.120	ACRES	4.000	0.48	38.660	18.56
A6-27	WEED CONTROL-PRE E	0.12	ACRES	1.000	TIMES	0.120	ACRES	4.000	0.48	78.660	37.76
A6-28	FERTILIZATION	0.12	ACRES	2.000	TIMES	0.240	ACRES	4.000	0.96	188.660	181.11
A6-30	PROGRAMMING	1.00	SYS	6.000	TIMES	6.000	HOURS	1.000	6.00	52.290	313.74
A6-31	INSPECTION	1.00	SYS	16.000	TIMES	16.000	HOURS	1.150	18.40	41.780	768.75
A6-32	HEAD REPAIR	1.00	SYS	6.000	HEADS	6.000	HEADS	1.100	6.60	54.780	361.55
A6-33	VALVE REPAIR	1.00	SYS	3.000	VALVE	3.000	VALVES	1.000	3.00	93.290	279.87
A6-34	BACKFLOW REPAIR/TESTING	1.00	SYS	1.000	TIMES	1.000	HOURS	1.000	1.00	96.100	96.10
A6-36	LINE REPAIR	1.00	SYS	3.000	HOURS	3.000	HOURS	1.000	3.00	63.290	189.87
A6-70	PESTS-GOPHERS/SNAILS/OTHE	1.00	SYS	6.000	TIMES	6.000	HOURS	1.000	6.00	37.580	225.48
Location Subtotals:									164.92		6,519.69
<b>Area P07 LA RIVER BASIN</b>											
A3-09	CLEARANCE TRIMMING	1.00	SYS	1.000	TIMES	1.000	HOURS	6.000	6.00	39.050	234.30
A6-01	LITTER REMOVAL /CAN EMPTYIN	1.00	SYS	52.000	TIMES	52.000	HOURS	1.500	78.00	27.560	2,149.68
A6-03	LEAF PICKUP	1.00	SYS	2.000	TIMES	2.000	HOURS	16.000	32.00	37.190	1,190.08
A6-16	SHRUB PRUNING	1.00	SYS	1.000	TIMES	1.000	HOURS	4.000	4.00	40.780	163.04
A6-17	WEED CONTROL (PRE EMERGE	0.51	ACRES	1.000	TIMES	0.510	ACRES	3.000	1.53	68.660	101.99
A6-18	WEED CONTROL (POST EMERG	0.51	ACRES	11.000	TIMES	5.610	ACRES	1.500	8.42	67.290	566.25
A6-62	HAND WATERING	1.00	SYS	3.000	TIMES	3.000	HOURS	3.000	9.00	42.660	383.94
Location Subtotals:									138.95		4,789.28
Grand Totals:									6162.55		309,600.01

**City of Cudahy Proposed Labor and Equipment Hourly Rates  
Fiscal Year 2015-2016  
For period of TBD, 2015 to June 30, 2016**

<u>Labor Classification</u>	REGULAR TIME		OVERTIME		SUNDAY & HOLIDAY	
Maint. Supervisor	\$	39.50	\$	53.33	\$	72.00
Laborer	\$	22.15	\$	29.90	\$	40.37

**Prevailing Wages**

Laborer 1	\$	56.21	\$	73.57	\$	90.93
Carpenter	\$	64.13	\$	87.36	\$	110.60
Painter	\$	51.02	\$	68.69	\$	68.69
Plumber	\$	77.87	\$	102.95	\$	127.09

Prevailing wages are set by the State of California. Typically updated in July of each year through a determination revision. Overtime and Sunday/Holiday are only used with permission of the City of Cudahy

<u>Equipment</u>	REGULAR TIME	
Pick Up Truck	\$	7.00
Utility Truck	\$	8.50
Flatbed Truck	\$	10.00
Trailer	\$	1.25
72" Mower	\$	7.00
36" Mower	\$	3.25
21" Mower	\$	1.10
Blower	\$	1.25
Weedeater	\$	1.35
Chain Saw	\$	2.25

Other equipment as required at cost plus 10%

Personnel Assigned to the City of Cudahy

MCE personnel are unique to the landscape and maintenance industry. All MCE employees are owners of the company through an ESOP (Employee Stock Ownership Plan). This, coupled with our extensive experience in providing municipal maintenance of all types, gives MCE the opportunity to hire and retain experienced professionals from both the private and public sector. Because our employees have a real and vested interest in the company, they are more customer focused and result oriented.

Upon notification by the City that MCE is the choice to go to City Council for award of contract, MCE will advertise immediately for these positions. In addition, these positions will be opened up to MCE personnel already assigned to its municipal client cities. It is MCE's intention to use multiple resources to secure the best and most qualified personnel available for the City of Cudahy

MCE will also consider hiring any displaced City of Cudahy employees for this project. MCE has experience with this process, most recently with the Town of Atherton when MCE hired 3 Town employees when that service was transitioned from an in house service to a contracted service with MCE. All prospective MCE employees must pass a physical, drug screen and background check before employment with MCE.

Below are the typical requirements of the proposed positions in Cudahy.

<b>TBD</b>	<b>Project Supervisor/Irrigation &amp; Spray Technician</b>
Education:	AA / BA-Horticulture / Related Degree Preferred or Equivalent Experience
Certifications:	Qualified Applicator's License / CLCA Certifications- Preferred
Experience:	7-10 Years in Supervision of Municipal Landscape Maintenance Contracts. 5-7 Years of irrigation maintenance and general landscape maintenance experience. 3-5 Years in municipal or large commercial landscape weed control and irrigation maintenance
<b>TBD</b>	<b>Crew Leader</b>
Experience:	3-5 Years in municipal or large commercial landscape turf mowing and landscape maintenance with at least one year as Crew Leader.

TBD

**Crew Members**

Experience:

1-3 Years in municipal or large commercial landscape maintenance

# EXHIBIT C

## SUMMARY SHEET

Firm Name: \_\_\_\_\_

Firm Parent or Ownership: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Firm Email Address: \_\_\_\_\_

Firm Website: \_\_\_\_\_

Number of years in existence: \_\_\_\_\_

Management Contact (person authorized to sign an agreement for the firm; and ultimately responsible for services required for this Request for Proposal:

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

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Types of series provided by your firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# APPENDIX C

## SUMMARY SHEET

Firm Name: MCE CORPORATION

Firm Parent or Ownership: N/A

Firm Address: 6515 TRINITY CT, DUBLIN, CA. 94568

Firm Telephone Number: 925.803.4111 Fax Number: 925.803.4404

Firm Email Address: N/A

Firm Website: WWW.MCE-CORP.COM

Number of years in existence: 31

Management Contact (person authorized to sign an agreement for the firm; and ultimately responsible for services required for this Request for Proposal:

Name: JEFF CORE Title: PRESIDENT

Telephone Number: 925.452.2704 Fax: 925.803.4405

Email: jcove@mce-corp.com

Types of series provided by your firm: COMPREHENSIVE PUBLIC WORKS MAINTENANCE IN THE MAINTENANCE DIVISION. ASPHALT & CONCRETE REPAIR IN THE CONSTRUCTION DIVISION.

## EXHIBIT D

### CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF CUDAHY'S PROFESSIONAL SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (if any)

By signing this form below, the firm certifies that the attached Agreement in Exhibit B is acceptable to the firm and will be signed upon selection of the firm to perform consulting services for the City of Cudahy, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Firm Name: \_\_\_\_\_

# APPENDIX D

## CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF CUDAHY'S PROFESSIONAL SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (if any)

By signing this form below, the firm certifies that the attached Agreement in Appendix B is acceptable to the firm and will be signed upon selection of the firm to perform consulting services for the City of Cudahy, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

JEFF CORE  
Name

PRESIDENT  
Title

  
Signature

11/11/2015  
Date

Firm Name: MCE CORPORATION

# **EXHIBIT E**

## **FALSE CLAIMS FORM**

CITY OF CUDAHY  
CITY HALL  
5220 SANTA ANA STREET  
CUDAHY, CALIFORNIA 90201  
FALSE CLAIMS/  
FALSE CLAIMS ACT CERTIFICATION  
(PROJECT MANAGEMENT SERVICES RFP)

Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting a proposal to the City of Cudahy, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: \_\_\_\_\_  
\_\_\_\_\_

(2) Identity of tribunal or court and case name or number, if any: \_\_\_\_\_  
\_\_\_\_\_

(3) Government Contract or project involved: \_\_\_\_\_  
\_\_\_\_\_

(4) Government agency involved: \_\_\_\_\_  
\_\_\_\_\_

(5) Amount of fine imposed: \_\_\_\_\_

(6) Exculpatory Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DECLARATION

I, \_\_\_\_\_, the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer")  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

by \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

CITY OF CUDAHY  
CITY HALL  
5220 SANTA ANA STREET  
CUDAHY, CALIFORNIA 90201  
FALSE CLAIMS/  
FALSE CLAIMS ACT CERTIFICATION  
(PROJECT MANAGEMENT SERVICES RFP)

Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

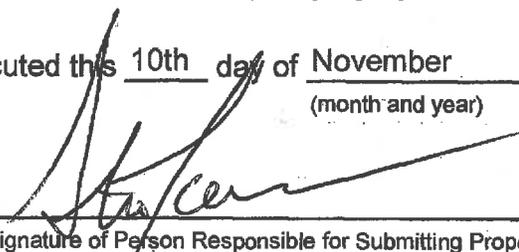
If the Proposer has no False Claims Act violations as described above, complete the following:

I, Steve Loweree, am the Sr. Vice President - Maintenance  
(Print name of person responsible for submitting proposal) (Title with proposing entity)  
of MCE Corporation (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting a proposal to the City of Cudahy, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed this 10th day of November at Dublin, California  
(month and year) (city and state)

By   
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

# **EXHIBIT F**

## **CIVIL LITIGATION HISTORY**

CITY OF CUDAHY  
CITY HALL  
5220 SANTA ANA STREET  
CUDAHY, CALIFORNIA 90201  
CIVIL LITIGATION HISTORY/  
CIVIL LITIGATION CERTIFICATION  
(PROJECT MANAGEMENT SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.** For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

**If the Proposer has no civil litigation history to report as described above, complete the following:**

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Cudahy for Project Management Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

by \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: \_\_\_\_\_

(2) Court case identification number: \_\_\_\_\_

(3) Jurisdiction in which case was filed: \_\_\_\_\_

(4) Outcome of the case: \_\_\_\_\_

(5) Name of Case: \_\_\_\_\_

(6) Court case identification number: \_\_\_\_\_

(7) Jurisdiction in which case was filed: \_\_\_\_\_

(8) Outcome of the case: \_\_\_\_\_

DECLARATION

I, \_\_\_\_\_, the \_\_\_\_\_  
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of \_\_\_\_\_ (hereinafter, "Proposer")  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

by \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

CITY OF CUDAHY  
CITY HALL  
5220 SANTA ANA STREET  
CUDAHY, CALIFORNIA 90201  
CIVIL LITIGATION HISTORY/  
CIVIL LITIGATION CERTIFICATION  
(PROJECT MANAGEMENT SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.** For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

**If the Proposer has no civil litigation history to report as described above, complete the following:**

I, Steve Loweree, am the Sr. Vice President - Maintenance  
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)  
of MCE Corporation (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Cudahy for Project Management Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed this 10th day of November at Dublin, California  
(month and year) (city and state)

by [Signature]  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**Long Beach Press-Telegram**

727 Pine Avenue  
Long Beach, CA 90844  
562-499-1236  
Fax: 562-499-1391  
legals@presstelegram.com

**Attachment D.1**

CITY OF CUDAHY  
5220 SANTA ANA STREET  
CUDAHY, CA 90201

Account Number: 5007693

Ad Order Number: 0010700626

Customer's Reference  
/ PO Number:

Publication: Long Beach Press-Telegram

Publication Dates: 8/12/2015

Amount: \$492.73

Payment Amount: \$0.00

**Invoice Text: CITY OF CUDAHY  
REQUEST FOR PROPOSALS**

**NOTICE IS HEREBY GIVEN** that separate sealed proposals from qualified contractors will be received at the City of Cudahy, 5220 Santa Ana Street, Cudahy, CA, 90201, phone (323) 773-5143 until September 18, 2015 at 4:00 p.m. for the following:

**"REQUEST FOR PROPOSAL -  
FACILITIES MAINTENANCE AND  
LANDSCAPING SERVICES"**

All proposals must be sealed and clearly identify the contractor's name and address.

The City of Cudahy hereby notifies all contractors that it will affirmatively insure any contract entered into pursuant to this invitation, the City will not discriminate against any consultant on the grounds of race, color, sex or national origin in consideration of this award.

All proposals in response to this invitation are deemed public records and may be subject to disclosure upon request. The City reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposals received, and to be the sole judge of the merits of the proposals received.

All questions relative to this proposal must be submitted in writing on or before August 28, 2015 via e-mail to:

Michael Allen, Acting Community  
Development Director  
mallen@cityofcudahyca.gov

All questions should be submitted in a timely manner so that they can be answered though an addendum if necessary. Final day to submit questions is August 28, 2015 at 4:00 p.m.

By: Michael Allen, Acting Community  
Development Director

Posted and Published: Wednesday, August  
12, 2015

CLOSING: Friday, September 18, 2015 at  
4:00 p.m.

**Pub Aug 12, 2015(1t)PT(700626)**

**Long Beach Press-Telegram**

727 Pine Avenue  
Long Beach, CA 90844  
562-499-1236  
Fax: 562-499-1391  
legals@presstelegram.com

5007693

CITY OF CUDAHY  
5220 SANTA ANA STREET  
CUDAHY, CA 90201

**PROOF OF PUBLICATION  
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA  
County of Los Angeles**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**8/12/2015**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, LA Co. California,  
this 14th day of August, 2015.



Signature

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities: Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian Gardens, Huntington Park, La Mirada, Santa Fe Springs, Carson.

(Space below for use of County Clerk Only)

**Attachment D.1**

Legal No. **0010700626**

**CITY OF CUDAHY  
REQUEST FOR PROPOSALS**

**NOTICE IS HEREBY GIVEN** that separate sealed proposals from qualified contractors will be received at the City of Cudahy, 5220 Santa Ana Street, Cudahy, CA, 90201, phone (323) 773-5143 until September 18, 2015 at 4:00 p.m. for the following:

**"REQUEST FOR PROPOSAL -  
FACILITIES MAINTENANCE AND  
LANDSCAPING SERVICES"**

All proposals must be sealed and clearly identify the contractor's name and address. The City of Cudahy hereby notifies all contractors that it will affirmatively insure any contract entered into pursuant to this invitation, the City will not discriminate against any consultant on the grounds of race, color, sex or national origin in consideration of this award.

All proposals in response to this invitation are deemed public records and may be subject to disclosure upon request. The City reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposals received, and to be the sole judge of the merits of the proposals received.

All questions relative to this proposal must be submitted in writing on or before August 28, 2015 via e-mail to:

Michael Allen, Acting Community  
Development Director  
mallen@cityofcudahyca.gov

All questions should be submitted in a timely manner so that they can be answered though an addendum if necessary. Final day to submit questions is August 28, 2015 at 4:00 p.m.

By: Michael Allen, Acting Community  
Development Director  
Posted and Published: Wednesday, August  
12, 2015  
CLOSING: Friday, September 18, 2015 at  
4:00 p.m.

**Pub Aug 12, 2015(11) PT(700626)**

**Long Beach Press-Telegram**

727 Pine Avenue  
Long Beach, CA 90844  
562-499-1236  
Fax: 562-499-1391  
legals@presstelegram.com

**Attachment D.2**

CITY OF CUDAHY  
5220 SANTA ANA STREET  
BELL, CA 90201

.....  
*Account Number:* 5007693

*Ad Order Number:* 0010725787

*Customer's Reference*  
*/ PO Number:*

*Publication:* Long Beach Press-Telegram

*Publication Dates:* 10/16/2015

*Amount:* \$492.73

*Payment Amount:* \$0.00

**NOTICE IS HEREBY GIVEN** that separate sealed proposals from qualified contractors will be received at the City of Cudahy, 5220 Santa Ana Street, Cudahy, CA, 90201, phone (323) 773-5143 until November 13, 2015 at 4:00 p.m. for the following:

**"REQUEST FOR PROPOSAL  FACILITIES MAINTENANCE AND LANDSCAPING SERVICES"**

All proposals must be sealed and clearly identify the contractor's name and address.

The City of Cudahy hereby notifies all contractors that it will affirmatively insure any contract entered into pursuant to this invitation, the City will not discriminate against any consultant on the grounds of race, color, sex or national origin in consideration of this award.

All proposals in response to this invitation are deemed public records and may be subject to disclosure upon request. The City reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposals received, and to be the sole judge of the merits of the proposals received.

All questions relative to this proposal must be submitted in writing on or before November 6, 2015 via e-mail to:

Michael Allen, Acting Community Development Director  
mallen@cityofcudahyca.gov

All questions should be submitted in a timely manner so that they can be answered through an addendum if necessary.

Final day to submit questions is November 6, 2015 at 4:00 p.m.

By: Michael Allen, Acting Community

Development Director

Posted and Published: Friday, October 16,  
2015

CLOSING: Friday, November 13, 2015 at  
4:00 p.m.

**Pub Sept 16, 2015(1t)PT(725787)**

**Long Beach Press-Telegram**

727 Pine Avenue  
Long Beach, CA 90844  
562-499-1236  
Fax: 562-499-1391  
legals@presstelegram.com

5007693

CITY OF CUDAHY  
5220 SANTA ANA STREET  
BELL, CA 90201

**PROOF OF PUBLICATION  
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA  
County of Los Angeles**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**10/16/2015**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, LA Co. California,  
this 20th day of November, 2015.



Signature

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities: Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian

(Space below for use of County Clerk Only)

**Attachment D.2**

Legal No. **0010725787**

**CITY OF CUDAHY  
REQUEST FOR PROPOSALS**

**NOTICE IS HEREBY GIVEN** that separate sealed proposals from qualified contractors will be received at the City of Cudahy, 5220 Santa Ana Street, Cudahy, CA, 90201, phone (323) 773-5143 until November 13, 2015 at 4:00 p.m. for the following:

**"REQUEST FOR PROPOSAL -  
FACILITIES MAINTENANCE AND  
LANDSCAPING SERVICES"**

All proposals must be sealed and clearly identify the contractor's name and address. The City of Cudahy hereby notifies all contractors that it will affirmatively insure any contract entered into pursuant to this invitation, the City will not discriminate against any consultant on the grounds of race, color, sex or national origin in consideration of this award.

All proposals in response to this invitation are deemed public records and may be subject to disclosure upon request. The City reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposals received, and to be the sole judge of the merits of the proposals received.

All questions relative to this proposal must be submitted in writing on or before November 6, 2015 via e-mail to:  
Michael Allen, Acting Community Development Director  
mallen@cityofcudahyca.gov

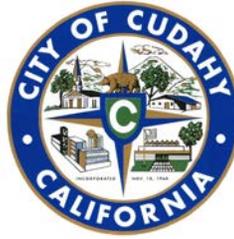
All questions should be submitted in a timely manner so that they can be answered though an addendum if necessary. Final day to submit questions is November 6, 2015 at 4:00 p.m.

By: Michael Allen, Acting Community Development Director

Posted and Published: Friday, October 16, 2015

**CLOSING:** Friday, November 13, 2015 at 4:00 p.m.

**Pub Sept 16, 2015(1t) PT (725787)**



# Item Number 12A

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## STAFF REPORT

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**Date:** February 3, 2016

**To:** Honorable Mayor, City Council  
City Manager  
Interim City Clerk

**From:** Isabel Birrueta, Esq., Asst. City Attorney

**Subject:** **Discussion on California Voter Participation Rights Act, Election Code §§ 14050-14057 (Added By SB 415 In 2015) Regarding Increasing Voter Participation; Consideration of Proposed Ordinance to Postpone Consolidation with State Elections to 2022; Consideration of Whether to Sign Petition to Oppose the New Law**

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### RECOMMENDATION

The City Council is requested to review, discuss and direct staff as to their position regarding 1) supporting the petition to introduce alternative legislation to SB 415; and 2) passing an ordinance postponing consolidation with State Elections from 2018 to 2022.

### SUMMARY

On September 1, 2015, the Governor signed into law, SB 415, entitled the California Voter Participation Rights Act (codified in Election Code §§ 14050-14057), which essentially requires all cities to consolidate their elections with statewide elections beginning on January 1, 2018, thus eliminating "stand-alone" municipal elections, if the "stand-alone" elections in the past have resulted in significantly lower turnout in the jurisdiction as compared to the last four statewide general elections.

Efforts are being made by several entities to introduce legislation in the 2016 Legislative Session that would serve as an alternate solution to the Voter Participation Rights Act, including a request that the City Council sign a petition supporting alternative legislation to replace SB 415. Additionally, the City can postpone consolidation to 2022 by adopting an ordinance to do so, even if the county is able to implement consolidation before that date.

As requested by the City Clerk, the City Attorney is providing an analysis of SB 415, which became effective on January 1, 2016. Council directed staff and the City Attorney to review the effects of SB 415 and provide an analysis of the law, to assist the City Council in determining whether it supports the new law as is, or wishes to support efforts to present legislation adopting an alternative solution to meet the same goals.

## **BACKGROUND**

Most municipalities hold their elections on the same dates as state and federal elections, which are held in June and November of even years. These are referred to as "on-cycle" elections. However, many local governments, including the City of Cudahy, hold odd year, or "off-cycle," elections. In California, 113 cities hold off-cycle elections, compared with 369 cities that hold on-cycle elections.

While statewide election turnout in gubernatorial elections is generally around 55% and for presidential elections is above 60%, voter turnout in off-cycle municipal elections is, on average, less than 30%.

In order to increase voter turnout in local elections, the Voter Participation Rights Act (SB 415) was passed and recently signed into law. Beginning January 1, 2018, local governments are prohibited from holding an election on any date other than a statewide election date if doing so in the past has resulted in turn out that is at least 25% below the average turnout in that jurisdiction in the last four (4) statewide general elections. Consolidated elections would begin in January 2018. The legislation would allow a voter to file an action in Superior Court to enforce the prohibition if the voter is living in a jurisdiction where the jurisdiction has not complied with the election consolidation law. The requirements would not apply to special elections.

Further, Election Code §14052(b) of the California Voter participation Rights Act allows local governments to continue to conduct stand-alone elections through 2022 if, by January 1, 2018, the city adopts a plan to consolidate future elections with statewide elections.

Cudahy is one of the 45 cities in Los Angeles County who are now required to consolidate with the County and to move its municipal election to either the statewide June primary election or the statewide November general election in even years by November 2022.

## ANALYSIS

Supporters of the newly enacted law tout the following anticipated benefits:

- The combination of low visibility of these elections and voter fatigue from too many elections means odd year elections have staggering low turnouts. According to a survey of 350 California cities published by the Public Policy Institute of California, cities that consolidate their elections with even year state primary or general elections see a voter turnout increase of 21 to 36 percentage points
- The legislation is a tailored solution: it does not require all cities to change their election dates; only those with alarmingly low turnout. For cities that want to keep odd-year elections, it provides politicians with a powerful incentive to do everything in their power to reduce the barriers to voting and motivate their constituents to go to the polls.
- Low voter turnout is a problem that strikes at the core of our democratic system. When fewer people vote politicians are less accountable to their constituents. As a consequence, elected officials may also have different viewpoints and priorities than the people they serve, which can further disenfranchise individuals and communities from voting. In boosting local voter turnout, the new law is an important step in strengthening the democratic system.

Those in opposition of the new law point to the following anticipated negative impacts:

- **Consolidated Elections are Typically More Expensive.** Stand-alone elections are typically much less expensive than consolidated elections, and would negatively impact city budgets and expenses. For many cities, the cost of a consolidated election is over double what a stand-alone election would cost. Some cities consolidate and share expenses with school districts and/or college districts; their costs would increase up to six times.
- **Increased Voter Wait Times / Longer Lines on Election Day.** Because of the longer ballot and/or multiple ballots for consolidated elections, longer wait times for voters, and increased voter confusion from multiple ballot cards would result.

- **Local Candidates and Issues Lost in National and State races.** News coverage and discussions would be focused on national and state races. Local candidates would be competing with national and state candidates and issues for campaign contributions and local races and issues would get lost.
- **Election Night Returns Slower.** On election night, cities typically have all ballots counted, and know the outcome, before 10:00 pm. Los Angeles County has 5,000 precincts to count, and some precincts may not be counted until very late in the evening, or in the early morning hours.
- **Slower Final Results.** The County has up to 30 days to certify the results of an election. Cities typically hold the final count in less than 7 days. The timeliness of the final count and certification is especially important in a close race, and affects the efficiency of cities.
- **Loss of Community Event on Election Night.** Cities typically hold election night ballot tabulation in our own City Council chambers, and it is an important community event.

As it applies to the City of Cudahy, commencing January 1, 2018, the City will be prohibited from holding an election other than on a statewide election date if holding an election on a non-concurrent date has previously resulted in voter turnout for a regularly scheduled election in that political subdivision being at least 25% less than the average voter turnout within the political subdivision for the previous four statewide general elections.

In Cudahy, voter turnout for the last four (4) statewide general elections were as follows:

Election Year	Voter Turnout (%)
2008	68.00
2010	41.10
2012	59.56
2014	19.07
<b>Average Statewide Turnout:</b>	<b>46.93%</b>

The City of Cudahy’s 2009 and 2011 off-cycle election results were unavailable at the time of printing the agenda, however, the information will be provided prior to the February 8, 2016 City Council meeting if they become available. Meanwhile, voter turnout for the last two off-cycle city elections were as follows:

Election Year	Voter Turnout (%)
2009	Not available
2011	Not available
2013	18.35
2015	14.33
<b>Average City Turnout</b>	<b>16.34%</b>

Based on the results of the 2013 and 2015 off-cycle city elections, average voter turnout was 16.34%, thus more than 25% less than the average turnout for the previous four (4) statewide general elections. If this is the case, the City would be required under the new legislation to consolidate its elections with statewide general elections, beginning in 2022.

Average Statewide Voter Turnout:	46.93%
(Less 25% of Statewide Average)	11.73%
Total local election turnout must exceed	35.20%
Average City Turnout for (2013 & 2015)	16.34%

Pursuant to Election Code § 10403.5(b), a city cannot increase or decrease any councilmember’s term by more than 12 months. Therefore, the City, will have to decrease terms and move backwards to the June or November election prior to the scheduled election date. Therefore, the March 2023 election date will have to be moved backward to the June or November 2022 general election date cutting short those terms that are up for election in 2023.

**CONCLUSION**

Petition of Opposition

There are some efforts underway to seek help from several legislators to come up with an alternative solution to meet the goals of SB 415, which is to increase voter participation. The organizers of these efforts, including the company that runs many local elections statewide, are asking cities who are opposed to consolidations to sign a petition expressing opposition for the change and support for finding alternative solutions to increasing voter participation. Signing the petition would show support for an alternative.

### Ordinance of Intent to Consolidate

The requirement is to consolidate by January 1, 2018. However, in recognition that some Counties, especially Los Angeles County, cannot accommodate all of the new elections by that date, there is an option to defer consolidation to 2022. Section 14052(b) of SB 415 allows a city to hold an election other than on a statewide election date if, by January 1, 2018, the city has adopted a plan to consolidate a future city election with a statewide election not later than the November 2022 statewide general election. While the County will not be ready to accommodate all of the cities on the statewide election ballot until at least 2020, they may begin consolidations gradually. Approving the ordinance now will allow our city to continue to conduct our own stand-alone elections through 2021 on our current date. The City would be required to consolidate, what would have been the March 2023 election, with either the June or November 2022 election.

### FINANCIAL IMPACT

The new law may result in possibly higher costs of elections generally. However, a detailed analysis of the costs of both alternatives as they apply to the City of Cudahy will need to be undertaken.

### ATTACHMENTS

- A. California Voter Participation Rights Act, codified in Elections Code §§ 14050-14057
- B. Proposed Petition to Oppose Election Code Sections 14050-14057 (Added by SB 415 in 2015) and to Support An Alternate Solution to Increase Voter Participation and to Continue to Allow Stand Alone Elections
- C. Proposed Ordinance to Postpone Consolidation with Statewide Elections to 2022

## **ELECTIONS CODE**

### **SECTION 14050-14057**

14050. This chapter shall be known and may be cited as the California Voter Participation Rights Act.

14051. As used in this chapter:

(a) "Political subdivision" means a geographic area of representation created for the provision of government services, including, but not limited to, a city, a school district, a community college district, or other district organized pursuant to state law.

(b) "Significant decrease in voter turnout" means the voter turnout for a regularly scheduled election in a political subdivision is at least 25 percent less than the average voter turnout within that political subdivision for the previous four statewide general elections.

(c) "Voter turnout" means the percentage of voters who are eligible to cast ballots within a given political subdivision who voted.

14052. (a) Except as provided in subdivision (b), a political subdivision shall not hold an election other than on a statewide election date if holding an election on a nonconcurrent date has previously resulted in a significant decrease in voter turnout.

(b) A political subdivision may hold an election other than on a statewide election date if, by January 1, 2018, the political subdivision has adopted a plan to consolidate a future election with a statewide election not later than the November 8, 2022, statewide general election.

14053. Upon a finding of a violation of subdivision (a) of Section 14052, the court shall implement appropriate remedies, including the imposition of concurrent election dates for future elections and the upgrade of voting equipment or systems to do so. In imposing remedies pursuant to this section, a court may also require a county board of supervisors to approve consolidation pursuant to Section 10402.5.

14054. In an action to enforce subdivision (a) of Section 14052, the court shall allow the prevailing plaintiff other than the state or political subdivision of the state, a reasonable attorney's fee consistent with the standards established in *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49, and litigation expenses including, but not limited to, expert witness fees and expenses as part of the costs. A prevailing defendant shall not recover any costs, unless the court finds the action to be frivolous, unreasonable, or without foundation.

14055. A voter who resides in a political subdivision where a violation of subdivision (a) of Section 14052 is alleged may file an action pursuant to that section in the superior court of the county in which the political subdivision is located.

14056. This chapter does not apply to special elections.

14057. This chapter shall become operative on January 1, 2018.

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PETITION TO OPPOSE ELECTION CODE SECTIONS
14050-14057 (added by SB 415 in 2015)
AND TO SUPPORT AN ALTERNATE SOLUTION
TO INCREASE VOTER PARTICIPATION
AND TO CONTINUE TO ALLOW STAND-ALONE ELECTIONS

We, representing the City of Cudahy hereby sign this petition to show our opposition to the sections contained in SB 415 from the 2015 legislative session relating to mandatory consolidation of our general municipal election with statewide elections and to support an alternate solution to increase voter participation and to allow cities to continue to conduct stand-alone elections. These sections take away our right to choose our own election date that works best for our city, they will increase the costs the city will have to pay to conduct an election, they will increase the costs the candidates have to pay for campaigning at the same time as federal and state candidates, and they take local control of the election process away from the city level.

We request that an alternate solution be made, new sections added, to not only increase voter participation but to make it permissible rather than mandatory to have our general municipal elections on a statewide election date.

PRINT NAME

SIGNATURE

Mayor: Cristian Markovich
Vice Mayor: Christian Hernandez
Councilmember: Chris Garcia
Councilmember: Jack Guerrero
Councilmember: Baru Sanchez
Interim City Clerk: Laura Valdivia
City Manager: Jose Pulido
Asst. City Attorney: Isabel Birrueta, Esq.

Dated: \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, ADOPTING PLANS PERTAINING TO THE FUTURE CONSOLIDATION OF ELECTIONS WITH A STATEWIDE ELECTION NO LATER THAN THE NOVEMBER 8, 2022, STATEWIDE GENERAL ELECTION.**

**WHEREAS**, the City of Cudahy, California, is a political subdivision as defined by §14051(a) of the Elections Code of the State of California; and

**WHEREAS**, §14052 of the Elections Code of the State of California provides that a political subdivision shall hold its election on a statewide election date but may hold its elections on a date other than a statewide election date if by January 1, 2018, the political subdivision adopts a plan to consolidate a future election with a statewide election not later than the November 8, 2022, statewide general election; and

**WHEREAS**, as of the date of this ordinance, §10402.5 of the Elections Code of the State of California applies and allows the board of supervisors to deny consolidation based on incompatible ballot style, voting equipment, or computer capacity.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA DOES RESOLVE, DECLARE, DETERMINE AND ORDAIN AS FOLLOWS:**

**SECTION 1.** That the City plans to move their election date and consolidate their election with the County of Los Angeles, by the November 8, 2022, statewide general election.

**SECTION 2.** That pursuant to §1301 of the Elections Code of the State of California, the City shall continue to hold its election date on the first Tuesday after the first Monday in March of each odd-numbered year until such time as the City moves its election date and the County approves the consolidation.

**SECTION 3.** That the City has the discretion by ordinance pursuant to §1301(b) of the Elections Code of the State of California to change the date of consolidation if the board of supervisors approves an earlier consolidation time frame.

**SECTION 4.** That pursuant to §10403.5(b) of the Elections Code of the State of California, no city office term shall be increased or decreased by more than 12 months.

**SECTION 5.** This ordinance shall take effect thirty (30) days after its final passage.

**SECTION 6.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

**SECTION 7.** That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this ordinance.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of February, 2016.

\_\_\_\_\_  
Cristian Markovich  
Mayor

ATTEST:

\_\_\_\_\_  
Laura Valdivia  
Interim City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Isabel Birrueta  
Assistant City Attorney

**CERTIFICATION**

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) SS  
CITY OF CUDAHY                )

I, Laura Valdivia, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Urgency Ordinance No. \_\_\_\_\_ was approved and adopted by said Council at its special meeting held on the \_\_\_\_\_ day of February, 2016 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Laura Valdivia  
Interim City Clerk