

Chris Garcia, Mayor
Cristian Markovich, Vice Mayor
Jack Guerrero, Council Member
Diane Oliva, Council Member
Baru Sanchez, Council Member



CUDAHY CITY
COUNCIL CHAMBERS
5240 Santa Ana Street
Cudahy, CA, 90201
Phone: (323) 773-5143
Fax: (323) 77102072

AGENDA

REGULAR MEETING
OF THE CUDAHY CITY COUNCIL
And JOINT MEETING Of The
CITY OF CUDAHY AS SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
Tuesday, February 17, 2015 – 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 office of the City Clerk at (323) 773-5143 at least 72 hours in advance of the meeting.

1. CALL TO ORDER

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

4. INVOCATION

5. PRESENTATIONS

Club De Oro – Senior Citizen Activities and Events

6. ORAL COMMUNICATIONS

(Mayor: This is the time set aside for citizens to address the City Council/Agency on matters relating to City Business. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the City Clerk when approaching the podium. Each person 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.)

7. CITY COUNCIL COMMENTS

(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 agendaized. The City Attorney shall be responsible for regulating this aspect of the proceeding.)

8. CITY MANAGER REPORT (information only)

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: It is recommended that the City Council/Agency 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.
(COUNCIL/AGENCY)

A. AS SUCCESSOR AGENCY

- i. A Request to Approve Resolution Number SA 15-02, Approving a First Amendment to the Urban Futures Agreement

Presented by Finance Director

Recommendation: Approve Resolution No. SA 15-02

- ii. A Request to Approve Resolution Number SA 15-03, Approving Loan No. 15-16A:1 for Urban Futures

CONSENT CALENDAR ITEM 10 Continued

Presented by Finance Director

Recommendation: Approve Resolution No. SA 15-03

- iii. A Request to Approve Resolution Number SA 15-04, Approving Loan No. 15-16A:2 for HR Dynamics

Presented by Finance Director

Recommendation: Approve Resolution No. SA 15-04

- iv. A Request to Approve Resolution Number SA 15-05, Approving Loan No. 15-16A:3 for Olivares Madruga

Presented by Finance Director

Recommendation: Approve Resolution No. SA 15-05

- v. A Request to Approve Resolution Number SA 15-06 the Successor Agency's Six Month Administrative Budget for July 1, 2015 through December 31, 2015

Presented by Finance Director

Recommendation: Approve Resolution No. SA 15-06

- vi. A Request to Approve Recognized Obligation Payment Schedule (ROPS 15-16A) Filed for a Six Month Period from July 1, 2015 through December 31, 2015

Presented by Finance Director

Recommendation: Approve ROPS 15-16A

B. AS CITY COUNCIL

- i. A Request to Approve the City Demands and Payroll Including Cash and Investment Report for the Month of December 2014

Presented by Finance Director

Recommendation: Approve the City Demands and Payroll Including Cash and Investment Report for the Month of December 2014

- ii. A Request to Approve the Local Agency Investment Report (LAIF) for the Month of November 2014

Presented by Finance Director

CONSENT CALENDAR ITEM 10 Continued

Recommendation: Approve the City Demands and Payroll Including Cash and Investment Report for the Month of November 2014

- iii. A Request to Approve Resolution Number 15-05, Approving Loan No. 15-16A:1 for Urban Futures

Presented by Finance Director

Recommendation: Approve Resolution No. 15-05

- iv. A Request to Approve Resolution Number 15-06, Approving Loan No. 15-16A:2 for HR Dynamics

Presented by Finance Director

Recommendation: Approve Resolution No. 15-06

- v. A Request to Approve Resolution Number 15-07, Approving Loan No. 15-16A:3 for Olivares Madruga

Presented by Finance Director

Recommendation: Approve Resolution No. 15-07

- vi. A Request to Approve a License Agreement with Club de Oro to Provide Senior Citizen Activities and Events at the Senior Center

Presented by City Manager

Recommendation: Approve the License Agreement with Club de Oro

11. CITY COUNCIL BUSINESS SESSION

- A. Appointment to Fill an Unscheduled Vacancy With an Unexpired Term on the Parks and Recreation Commission

Presented by Deputy City Clerk

Recommendation: Appointment to fill an unscheduled/unexpired term to the Parks and Recreation Commission

- B. Discussion Item on Resolution(s) Regarding Immigration Reform

Presented by City Manager

Recommendation: Give Staff Direction Regarding Resolutions on Immigration Reform

12. COUNCIL DISCUSSION

- A. Discussion on Translation Services (Oliva)
- B. Discussion on Changes and Improvements to the Neighborhood Watch Meetings (Sanchez)

13. 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

14. CLOSED SESSION

Pursuant to Government Code Section 54956.9(d) (2) and 54956.9(e) (1) – Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) Matter] - 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.

RECONVENE TO OPEN SESSION

15. CLOSED SESSION ANNOUNCEMENT

16. ADJOURNMENT

Cudahy City Council/Agency will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Tuesday, March 3, 2015 at 6:30 p.m.

I Victor H. Ferrer, 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, and Clara and Lugo Park not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the Office of the City Clerk.

Dated this 13th Day of February 2015



Victor H. Ferrer
Deputy City Clerk



Item Number 10A i

STAFF REPORT

Date: February 17, 2015

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

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

Subject: **Consideration of Successor Agency Emergency to Approve Resolution No. SA15-02, Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 15-16A and Amendment to Successor Agency Agreement with Urban Futures, Inc.**

RECOMMENDATION

The Successor Agency is requested to:

1. Adopt the proposed Resolution SA15-02 to approve the First Amendment to the Professional Services Agreement (Attachment A) with Urban Futures, Inc. (Urban Futures) for the preparation of a Long-Range Property Management Plan;
2. Authorize the City Manager to sign First Amendment to the Professional Services Agreement (Attachment B) between the Successor Agency and Urban Futures;
3. Adopt the proposed Resolution to approve the Successor Agency Loan Agreement No. 15-16A:1 (Attachment D); and
4. Authorize the City Manager to sign an emergency loan (Attachment E) in the amount of \$20,000 for Urban Futures services for the preparation of a Long-Range Property Management Plan.

BACKGROUND

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the "Dissolution Law"), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and

otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.

2. On August 19, 2014, the Successor Agency signed a professional services agreement with Urban Futures, Inc. for the preparation of a Long Range Property Management Plan.

ANALYSIS

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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under ROPS 15-16A, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to Urban Futures, which shall become due and payable during the period of time covered by ROPS 15-16A, unless this emergency loan is approved.

CONCLUSION

Once this loan is approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 15-16A, the loan becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the California Department of Finance.

This loan must be enrolled upon the final form of ROPS 15-16A in order to be recovered by the City. If this loan is not fully approved and formalized, the City is exposed to a risk that the moneys described in the accompanying loan documents may not be repaid to the City.

FINANCIAL IMPACT

Funds shall be made available to the Successor Agency from the City's General Fund in the amount of \$20,000.

ATTACHMENTS

- A. Successor Agency Resolution No. SA15-02
- B. First Amendment to Agreement for Professional Services Agreement with Urban Futures
- C. Professional Services Agreement with Urban Futures dated August 19, 2014

RESOLUTION NO. SA 15-02

RESOLUTION OF THE SUCCESSOR AGENCY FOR THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES, INC. FOR THE PREPARATION OF A LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5(B)

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 ("State law"); and

WHEREAS, the former Cudahy Community Development Commission/Redevelopment Agency 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 Development Commission/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 City as Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency ("Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law; and

WHEREAS, Health and Safety Code section 34191.5(b) requires the Successor Agency to prepare a long-range property management plan that addresses the disposition and use of the real properties of the former Cudahy Community Development Commission/Redevelopment Agency; and

WHEREAS, on or about August 19, 2014, the Parties executed that certain agreement entitled "2014 Professional Services Agreement" (the "Master Agreement") for the performance of professional management services by Urban Futures, Inc. ("Urban Futures"), regarding its preparation of a Long-Range Property Management Plan

WHEREAS, the Successor Agency and Urban Futures wish to modify and amend the terms of the Master Agreement, as permitted under section 6.5 of the Master Agreement, in order to increase the Contract Price to FORTY FIVE THOUSAND DOLLARS (\$45,000), as set forth in the First Amendment attached hereto as **Exhibit "A,"** (the "First Amendment");

WHEREAS, Urban Futures, Inc. represents that it is fully qualified to perform such professional services for the preparation of such a Long-Range Property Management Plan for the Successor Agency, as set forth in the First Amendment, by virtue of its experience and the training, education and expertise of its principals, employees, and subcontractors; and

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the First Amendment, so that the City and the Successor Agency may comply with the State Redevelopment Dissolution Law and prepare a Long-Range Property Management Plan.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY DOES RESOLVE AS FOLLOWS:

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

SECTION 2. **Approval of Professional Services Agreement**. The Successor Agency approves the First Amendment to the Master Agreement with Urban Futures regarding its preparation of a Long-Range Property Management Plan, in accordance with Health and Safety Code section 34191.5(b).

SECTION 3. **Execution of Loan Agreement**. The Executive Director is 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 Successor Agency.

SECTION 4. **Direction to Successor Agency Staff**. Successor Agency staff is directed to cause the Agreement to be enrolled as a Successor Agency obligation on the next Recognized Obligations Payment Schedule ("ROPS").

SECTION 5. This Resolution shall take effect upon adoption. The Chair of the Successor Agency 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 17th day of February, 2015.

Chris Garcia,
Mayor of the City of Cudahy as
Successor Agency to the former Cudahy
Community Development Commission/
Redevelopment Agency

ATTEST:

Victor Ferrer
Secretary to the Successor Agency

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

I, Victor H. Ferrer, secretary to the Successor Agency, do hereby certify that the above and foregoing Resolution No. SA 15-02 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 17th day of February 2015, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Victor H. Ferrer
Secretary to the Successor Agency

**EXHIBIT A:
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
URBAN FUTURES, INC.**



2015
FIRST AMENDMENT
TO AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT
(Parties: Urban Futures, Inc. and City of Cudahy)

THIS FIRST AMENDMENT (“First Amendment”) to that certain agreement entitled “2014 Professional Services Agreement” dated as of August 19, 2014, is hereby made and entered into this 17th day of February 2015 (the “Effective Date”) by and between the City of Cudahy as Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency (the “Successor Agency”) and Urban Futures, Inc. (hereinafter “Consultant”). For purposes of this First Amendment, the capitalized term “Parties” shall be a collective reference to the Successor Agency and Consultant and the capitalized term “Party” shall refer to the Successor Agency or Consultant interchangeably, as appropriate.

RECITALS

This FIRST AMENDMENT is made and entered into with respect to the following facts:

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 (“State law”); and

WHEREAS, the former Cudahy Community Development Commission/Redevelopment Agency 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 Development Commission/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 City Council has elected to serve as Successor Agency; and

WHEREAS, pursuant to Health and Safety Code section 34173(b), the Successor Agency is a separate legal entity from the City; and

WHEREAS, the Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law; and

WHEREAS, Assembly Bill 1484, specifically under Health and Safety Code section 34191.5(b) requires that the successor agencies prepare a Long-Range Property Management Plan that addresses the disposition and use of the real properties of the former Cudahy Community Development Commission/Redevelopment Agency; and

WHEREAS, on or about August 19, 2014, the Parties executed that certain agreement entitled "2014 Professional Services Agreement" for the performance of professional management services by Consultant, regarding the preparation of a Long-Range Property Management Plan; and

WHEREAS, the Parties wish to modify and amend the terms of the Master Agreement, as permitted under section 6.5 of the Master Agreement, in order to increase the Contract Price to FORTY FIVE THOUSAND DOLLARS (\$45,000); and

WHEREAS, Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this First Amendment.

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:

1. Section 1.3 (Compensation) of the Master Agreement is hereby amended by increasing the amount of the Contract Price of TWENTY FIVE THOUSAND DOLLARS (\$25,000) by the sum of TWENTY THOUSAND DOLLARS (\$20,000) to a new total Contract Price sum of FORTY FIVE THOUSAND DOLLARS (\$45,000).

2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. Section 6.18 of the Master Agreement notwithstanding, this First Amendment together with the Master Agreement shall constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in both documents.

3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed

on the day and year first appearing above.

CITY:

City of Cudahy as Successor Agency

By: _____
Jose Pulido
City Manager

CONTRACTOR

Urban Futures, Inc.:

By: _____
Name: Michael P. Busch
Title: _____

APPROVED AS TO FORM

By: _____
Isabel Birrueta
Successor Agency Counsel

EXHIBIT "A"
MASTER AGREEMENT



2014

PROFESSIONAL SERVICES AGREEMENT

(Engagement: Preparation of a Long Range Property Management Plan)

(Parties: Urban Futures, Inc. and City of Cudahy in its capacity as Successor Agency)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 19th day of August 2014 (hereinafter, the “Effective Date”), by and between the City of Cudahy in its capacity as Successor Agency, a municipal corporation (“City/Agency”) and Urban Futures, Inc., with its principal place of business located at 3111 N. Tustin Street, Suite 230, Orange, CA 2865-1753 (hereinafter, “Consultant”). For the purposes of this Agreement City/Agency and Consultant may be referred to collectively by the capitalized term “Parties”. The capitalized term “Party” may refer to City/Agency or Consultant interchangeably.

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, the former Cudahy Community Redevelopment Agency (the “Former Agency”) was dissolved effective February 1, 2012, pursuant to 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 referred herein as the “State Redevelopment Dissolution Law”; and

WHEREAS, on DATE, the City Council for the City of Cudahy in its capacity as Successor Agency adopted Resolution No. SA 14-26 confirming and declaring the City’s election to serve as the successor agency for the Former Agency; and

WHEREAS, pursuant to Health and Safety Code section 34173(b), the Successor Agency is a separate legal entity from the City; and

WHEREAS, Assembly Bill 1484, specifically under Health and Safety Code section 34191.5(b) requires that the successor agencies prepare a Long Range Property Management Plan that addresses the disposition and use of the real properties of the Form Agency; and

WHEREAS, Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subcontractors; and

WHEREAS, Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY/AGENCY AND CONSULTANT AGREE AS FOLLOWS:

I.

PROJECT, SCOPE AND TERM OF SERVICES AND COMPENSATION

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 that certain proposal entitled "Proposal For Preparation of a Long Range Property Management Plan" dated as of July 14, 2014 which is attached and incorporated hereto as Exhibit "A" (hereinafter, the "Scope of Work"). Consultant further agrees to furnish to City/Agency 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 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." The Work is inclusive of those tasks identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither Consultant nor anyone acting on Consultant's behalf shall commence with the performance of the Work or any other related tasks until City/Agency issues a written notice to proceed (hereinafter, the "Notice to Proceed").

1.2 PROSECUTION OF WORK: The Parties agrees as follows:

- a. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of City's issuance of a Notice to Proceed and shall be completed at the earliest feasible time practicable, but in no event by a date no later than sixty (60) days from the issuance of the notice to proceed (hereinafter, the "Completion Date"). City/Agency, in its reasonable discretion, may grant Consultant additional time to complete the Work, provided (i) no grant of additional time shall exceed a period of sixty (60) calendar days from the original Completion Date; and (ii) Consultant shall have provided City/Agency with a written request for additional time no less than fourteen (14) calendar days prior to the original Completion Date, which notice shall specify the reason(s) why additional time is need, how much additional time is needed and what measures Consultant has taken to mitigate the need for additional time. The granting of such additional time by the City/Agency shall in no way entitle Consultant to compensation in excess of the Contract Price, defined below, in so far as the need of additional time is not reasonably attributable to City/Agency including, without limitation, an expansion of the Scope of Work as indicated by the City/Agency prior to the date of such notice described in the preceding sentence. In the

event additional time is needed beyond the initial Term and the extension term contemplated above, Consultant shall submit a formal written request fourteen (14) days prior to the expiration of the extension term, detailing what work needs to be completed and a good faith estimate of how much additional time is needed. In no event shall the additional request for time exceed thirty (30) calendar days. CITY/AGENCY has sole discretion to approve this request for additional time.

- b. Consultant shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. Consultant shall cooperate with CITY/AGENCY and in no manner interfere with the work of CITY/AGENCY, its employees or other consultants, contractors or agents;
- c. Consultant shall not claim or be entitled to receive any compensation or damage because of the failure of Consultant or its subconsultants, to have related services or tasks completed in a timely manner;
- d. Consultant shall at all times enforce strict discipline and good order among Consultant's employees;
- e. Consultant, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION: Consultant shall perform and complete all of the services and tasks set forth under the Scope of Work at the rates of compensation set forth under page 4 of the Scope of Work under the heading "Professional Services Rates Schedule." If and when CONSULTANT's total aggregate compensation comes to exceed the sum of Twenty Thousand Dollars (\$20,000.00), CONSULTANT shall meet and confer with the City/Agency Representatives before incurring additional charges and expenses that are in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). The purpose of the meet and confer session shall be to provide the City/Agency Representatives with a status update on the progress of the Work and to identify and implement strategies for ensuring that the Work can be completed on time and within the City Council's allocated budget without the need to request additional funding from the City Council. Consultant further agrees that the total compensation for the performance and completion of the tasks and related services contemplated under this Agreement shall not exceed the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) including third party expenses (hereinafter, the "Contract Price"), unless such added expenditure is first approved by the City/Agency acting in consultation with the City Manager and the Director of Finance. Consultant further agrees to perform each of the tasks identified in the Scope of Work in accordance with the cost schedule set forth on page 4 of the Scope of Work. In the event Consultant's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, City/Agency may suspend Consultant's performance pending City/Agency approval of any anticipated expenditure in excess of the Contract Price or any other City/Agency-approved amendment to the compensation terms of this Agreement. The

Contract Price is inclusive of the cost of performing those tasks identified as optional under the Scope of Work.

1.4 PAYMENT OF COMPENSATION: City/Agency shall compensate Consultant on a monthly basis. At the end of each month during the term of this Agreement, Consultant shall submit to City/Agency 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. Within fifteen (15) business days of receipt of each invoice, City/Agency shall notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City/Agency shall pay all undisputed amounts included on the invoice. City/Agency shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

A. At any time during the term of this Agreement, City/Agency may request that Consultant perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by City/Agency to be necessary. Consultant shall not undertake nor shall Consultant be entitled to compensation for Extra Work without the prior written authorization of the City/Agency. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.

B. Payments for any Extra Work shall be made to Consultant on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City/Agency in writing of an increase in the fee schedule. Fees for Extra Work shall be paid within sixty (60) calendar days of the date Consultant issues an invoice to City/Agency for such Extra Work.

1.6 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/Agency shall have the right to access and examine such records, without charge, during normal business hours. City/Agency shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 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 Work, Consultant shall deliver to City/Agency 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/Agency may incur as a result of Consultant's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY/AGENCY'S REPRESENTATIVES: The City/Agency hereby designates the City Manager (hereinafter, the "City/Agency Representative") to act as its representative for the performance of this Agreement. The City/Agency Representative or his designee shall act on behalf of the City/Agency for all purposes under this Agreement. Consultant shall not accept directions or orders from any person other than the City/Agency Representative or their designee.
- 2.2 CONSULTANT'S REPRESENTATIVE: Consultant hereby designates Michael P. Busch, to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. Consultant's 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's Representative shall constitute notice to Consultant.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: Consultant agrees to work closely with City/Agency staff in the performance of the Work and this Agreement and shall be available to City/Agency staff and the City/Agency Representatives at all reasonable times. All work prepared by Consultant shall be subject to inspection and approval by City/Agency 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 applicable to the Consultant's profession;
 - B. Consultant shall perform all work in a manner reasonably satisfactory to the City/Agency;
 - 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 (including but not limited to Consultant's subcontractors and subconsultants) 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 Consultant's 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.

The Parties acknowledge and agree that Consultant shall perform, at Consultant's own cost and expense and without any reimbursement from City/Agency, 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 immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City/Agency Representatives in writing and absolute discretion. The Parties acknowledge and agree that City/Agency'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/Agency 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 in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of Consultant are material to City/Agency's willingness to enter into this Agreement. Accordingly, City/Agency 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/Agency. In the absence of City/Agency'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/Agency retains Consultant on an independent

contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent performance under this Agreement or result in the unauthorized disclosure of City/Agency's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of Consultant are not employees of City/Agency 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 EMPLOYEE OR AGENTS: If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City/Agency 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/Agency, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Consultant and shall not be re-assigned to perform any of the work.

2.8 COMPLIANCE WITH LAWS: Consultant shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, the City of Cudahy and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.

2.9 SAFETY: Consultant shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.

2.10. 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.

2.11. INDEPENDENT CONTRACTOR: 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/Agency. 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/Agency in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City/Agency, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City/Agency in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, 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 this Article) 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 this Agreement. Consultant shall also procure and maintain such other types of insurance as may be required under this Article, below. City/Agency shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant has provided evidence satisfactory to City/Agency that it has procured all insurance required under this Article III (Insurance).
- 3.2 REQUIRED COVERAGES: Consultant agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- 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 equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence 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: 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/Agency and City/Agency's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.

D. 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 claim and shall be endorsed to include contractual liability.

3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the City/Agency and City/Agency's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed 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/Agency 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 the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the City/Agency Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by Consultant shall be primary to any coverage available to City/Agency or City/Agency's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by City/Agency or City/Agency's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

3.6 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/Agency.

3.7 VERIFICATION OF COVERAGE: Consultant acknowledges, understands and agrees that City/Agency's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the City/Agency's financial well-being and, indirectly, the collective well-being of the residents of the City of Cudahy. Accordingly, Consultant warrants, represents and agrees that it shall furnish City/Agency with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City/Agency 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/Agency if requested.** All certificates of insurance and endorsements shall be received and approved by City/Agency as a condition precedent to

Consultant's commencement of any work or any of the Work. Upon City/Agency's written request, Consultant shall also provide City/Agency with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. City/Agency shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City/Agency.

- 3.8 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies City/Agency may have under this Agreement or at law or in equity, if Consultant fails to comply with any of the requirements set forth in this Article, City/Agency may, but shall not be obligated to: (a) Order Consultant to stop any and all work under this Agreement or withhold any payment, which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; or (b) terminate this Agreement. City/Agency's exercise of any of the foregoing remedies, shall be in addition to any other remedies City/Agency may have and is not the exclusive remedy for Consultant's failure to comply with the insurance requirements set forth under this Article.
- 3.9 SUBCONTRACTORS INSURANCE COVERAGE: Consultant shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Consultant under this Article.
- 3.10 NO LIMITATION ON LIABILITY: Consultant's procurement of insurance shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's indemnification duties set forth under Article V of this Agreement.

IV.

INDEMNIFICATION

- 4.1 The Parties agree that City/Agency and City/Agency's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City/Agency Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, 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/Agency Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City/Agency would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect the City/Agency as set forth herein.
- 4.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City/Agency and City/Agency'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 or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel mutually acceptable to both City/Agency and Consultant.

- 4.3 City/Agency shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City/Agency from Consultant as a result of Consultant's failure to pay City/Agency 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/Agency and City/Agency'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/Agency and City/Agency'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/Agency's choice.
- 4.6 City/Agency does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City/Agency, or the deposit with City/Agency, 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/Agency may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: City/Agency may, by written notice to Consultant, terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least fifteen (15) calendar days before the effective date of such termination. Upon termination, Consultant shall be compensated only for the Work which has been adequately rendered to City/Agency, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, City/Agency 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 other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, City/Agency may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.

5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If Consultant is in breach (whether or not such breach is caused by Consultant or Consultant's officials, officers, employees, agents, contractors, subcontractors or subconsultants, City/Agency may, in its sole and absolute discretion (and without obligation), terminate this Agreement upon the issuance of five (5) calendar days prior written notice of termination on the grounds of breach (a "Breach-Termination Notice"). City/Agency's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies City/Agency may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

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/Agency without restriction or limitation upon their use or dissemination by City/Agency. 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/Agency, a perpetual license for City/Agency 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/Agency 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 ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidentially by Consultant. Such materials shall not, without the prior written consent of City/Agency, be used by Consultant for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City/Agency'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/Agency.
- 6.3 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:
Urban Futures, Inc.
3111 N. Tustin Street, Suite 230
Orange, CA 92865-1753
Attn: Michael P. Busch
Phone: (714) 283-9334
Fax: (714) 283-5465

CITY/AGENCY:
City of Cudahy in its capacity as Successor
Agency
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 prepared and addressed to the Party at its applicable address.

- 6.4 **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.
- 6.5 **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/Agency. 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.
- 6.6 **CITY/AGENCY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** City/Agency reserves the right to employ other consultants in connection with the various projects worked upon by Consultant.
- 6.7 **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/Agency shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City/Agency, during the term of his or her service with City/Agency, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.8 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.9 **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.

- 6.10 ATTORNEY'S 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 attorney's fees and all other costs of such action.
- 6.11 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.12 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.
- 6.13 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.
- 6.14 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.
- 6.15 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/Agency approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.16 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.17 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.
- 6.18 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/Agency 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 6.15, above.

6.19 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Consultant, one counterpart shall be delivered to the City Clerk for archiving and one counterpart shall be delivered to the Economic Development Department for day-to-day reference. 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 6.15, above.

[Signatures on Next Page]

AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the terms of this Agreement by signing below:

Executed at Cudahy, California.

CITY:
City of Cudahy in its capacity as Successor Agency, a municipal corporation

By: 

Jose Pulido, City Manager

APPROVED AS TO FORM:

By: 

Isabel Birrueta, City Attorney

CONSULTANT:
Urban Futures, Inc.

By: _____
Michael P. Busch

AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the terms of this Agreement by signing below:

Executed at Cudahy, California.

CITY:
City of Cudahy in its capacity as Successor
Agency, a municipal corporation

APPROVED AS TO FORM:

By: _____
Jose Pulido, City Manager

By: 
Isabel Birrueta, City Attorney

CONSULTANT:
Urban Futures, Inc.

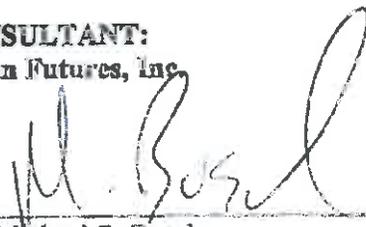
By: 
Michael P. Busch

EXHIBIT "A"
[SCOPE OF WORK]

[SEE ATTACHED]

UFI URBAN FUTURES | Incorporated

July 14, 2014

Mr. Michael Allen
Acting City Manager/
Community Development Director
City of Cudahy
5220 Santa Ana Street
Cudahy, California 90201

Re: **Proposal for Preparation of a Long-Range Property Management Plan**

Dear Mr. Allen:

In response to your request, Urban Futures, Inc. ("UFI") is pleased to submit the enclosed proposal to prepare a Long-Range Property Management Plan ("LRPMP") for the Cudahy Successor Agency.

Having worked with over 150 different cities since its inception, UFI has a proven track record of meeting its clients' needs in a cost effective and timely way. We are confident that the extensive experience and capabilities of our professional team of consultants will be of significant assistance to the Successor Agency. Given our qualifications and experience with respect to providing redevelopment wind-down related services to 28 successor agencies, inclusive of the data gathering phase for the Cudahy Successor Agency's LRPMP, we believe we are uniquely able to provide the needed consulting services in an innovative, comprehensive, effective and timely manner. In that regard, we have enclosed our proposal and staff qualifications with respect to the requested services.

We look forward to assisting the Successor Agency with respect to this important endeavor. If you have any questions or need additional information, please contact me at (714) 283-9334.

Sincerely,
URBAN FUTURES, INC.



MICHAEL P. BUSCH
President & CEO

MPB:nmb

Enclosure

**Scope of Work
for the Preparation of a
Long-Range Property Management Plan**

Background

On February 20, 2014, Urban Futures, Inc. ("UFI") proposed to assist the Cudahy Successor Agency ("Successor Agency") by preparing and managing its Long-Range Property Management Plan ("LRPMP"). On April 1, 2014, the Successor Agency informed UFI that it had retained UFI to carry-out the data gathering and assessment component (or first phase) of preparing the LRPMP. On July 1, 2014, UFI provided the Successor Agency's representatives with a status update report with respect to the LRPMP's first phase and recommended that the Successor Agency authorize the second phase of the preparation of the LRPMP generally consistent with approach and structure described in status update report. As a follow-up to status update report UFI was invited to submit its proposal to complete the LRPMP.

Scope of Work

Consistent with the foregoing, UFI will prepare the Cudahy Successor Agency's LRPMP consistent with the following requirements:

- A. The LRPMP shall include an inventory of all properties in the Community Redevelopment Property Trust Fund, which was established to serve as the repository of the former redevelopment agency's real properties. The inventory shall consist of all of the following information:
- The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.
 - The purpose for which the property was acquired.
 - Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.
 - An estimate of the current value of the parcel including, if available, any appraisal information.
 - An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.
 - The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.
 - A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.
 - A brief history of previous development proposals and activity, including the rental or lease of property.
- B. The LRPMP shall address the use or disposition of all of the properties in the Community Redevelopment Property Trust Fund. Permissible uses include the:
1. Retention of the property for governmental use pursuant to HSC § 34181 (a);
 2. Retention of the property for future development;
 3. Sale of the property; or

4. Use of the property to fulfill an enforceable obligation.

The plan shall separately identify and list properties in the Trust Fund dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

- If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county.
 - If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in the immediately forgoing bullet item, the proceeds from the sale shall be distributed as property tax to the taxing entities.
 - Property shall not be transferred to a successor agency, city, county, or city and county, unless the LRPMP has been approved by the Oversight Board and the Department of Finance ("DOF").
- C. Provide any other related service required to prepare and/or process the LRPMP for approval, which will include, but not be limited to the preparation of Successor Agency and Oversight Board staff reports and resolutions, providing oral presentations to the Successor Agency, the Oversight Board and, as needed, the DOF, and participation in informal discussions and communications with the DOF with respect to the LRPMP. Further, UFI will make any revisions to the LRPMP resulting from the approval process.

Schedule of Performance

UFI estimates that the first comprehensive draft of LRPMP will be provided to the Successor Agency's representatives for review and comments within two-months of the receipt of the authorization to proceed. UFI will provide the final draft of the LRPMP within two-weeks of the date of the receipt of comments from the Successor Agency's representatives. The formal processing of the LRPMP for approval by the Successor Agency and the Oversight Board will be subject to the Successor Agency's and the Oversight Board's agenda establishment and posting requirements. Subject to unanticipated factors that may cause a delay in the process, it is projected that the Successor Agency will be able to file its LRPMP with DOF within four months of the issuance of the authorization to proceed.

Professional Services Rates Schedule

Due to the vagaries associated with the preparation of the LRPMP, UFI will carry out the Scope of Work on an actual time and materials basis with the overall costs of such services being governed by the financial limits defined within approved purchase orders utilizing the following professional service rate schedule:

<u>Professional Staff</u>	<u>Hourly Rates</u>
CEO/President	\$ 245.00
Managing Principal	\$ 225.00
Senior Project Manager/Planner	\$ 120.00
Analyst/Manager	\$ 95.00
Associate Staff	\$ 75.00
Assistant Staff	\$ 65.00
Clerical	\$ 45.00

These rates will remain constant through June 30, 2015 and are subject to change thereafter. Costs for telephone, e-mail and facsimile expenses, postage and incidental photocopying are included within the above noted Professional Service Rates Schedule. The Professional Service Rates Schedule does not include out-of-pocket expenses that may be incurred during the accomplishment of the Scope of Work. Out of pocket expenses include, but are not limited to, all other necessary materials, supplies, services, printing, electronic data files, out of area travel, etc. All out-of-pocket expenses will be charged on an actual cost basis, plus 10%.

UFI recommends an initial purchase order authorization for the Scope of Work in the amount of **\$25,000**. In addition, to the extent that the services required to prepare the LRPMP will exceed the initial authorization level, UFI will request appropriate supplemental budget authority prior to incurring any costs exceeding the then current limit. UFI will also provide an explanation regarding why supplemental budget authority is necessary to complete the Scope of Work.

KEY STAFF

UFI staff is comprised of highly skilled professionals able to handle assignments ranging from site-specific developer negotiations to community wide development strategies, grant projects and programs, entitlement processing, financial advisement, affordable housing programs, and economic development strategic plans. Michael Busch, Steve Dukett, and Kathleen Robles represent the key professional staff who will be assigned to work with the Successor Agency on this assignment. Steve Dukett will serve as the Managing Principal in charge of this engagement. An overview of the experience and education of our key staff is provided below. Other staff members will be used as necessary.

MICHAEL P. BUSCH, President & CEO

Michael Busch joined Urban Futures following a successful career in municipal government. Mr. Busch's municipal career consisted primarily of assistant/deputy city manager, finance, and project manager positions. As such, he has extensive experience in strategic planning, municipal finance, economic development/redevelopment, and project implementation leading to the issue of over \$400 million in tax exempt debt offerings and implementation of several redevelopment and infrastructure projects. Mr. Busch has a unique background having served as a planner, finance director, city treasurer, deputy city manager and assistant city manager where he has demonstrated experience in capital improvement plan development, developer negotiations, development agreements, and capital project implementation.

Mr. Busch earned a Bachelor of Arts Degree from California State Polytechnic University Pomona in Urban and Regional Planning. He holds a Master of Arts Degree In Public Administration from California State University Long Beach with an emphasis in public finance and public works. He has served as the President of the Municipal Management Association of Southern California (MMASC) and most recently as Chair of Cal-ICMA.

STEVEN H. DUKETT, Managing Principal

Steve Dukett specializes in the planning and implementation of economic and community development, affordable housing, asset management, public facility, public infrastructure financing, grant programs and redevelopment agency wind-down services.

Mr. Dukett joined Urban Futures during 2007 after completing 34 years of service to local government, which included serving as Redevelopment Director with the Cities of Redlands, Upland, Hesperia, Ontario, Lancaster and San Bernardino. He also held a variety of professional, management and executive positions with the County of Los Angeles and its Community Development Commission. During his term with Hesperia, he also served as Acting City Manager. While in the public sector, Mr. Dukett managed a wide-variety of public and private development projects with combined values of approximately \$1 billion. He has also guided 14 redevelopment plan adoptions or amendments and is particularly known for his deal making and deal closing skills. His background and skill-sets enables him to provide clients with an uncommon level of practical insight with respect to best practices in local government sponsored, initiated or assisted development. His background and expertise make him a frequent and popular choice for seminars and lectures in professional and public forums.

Mr. Dukett is a graduate of California State University, Los Angeles. He is a former Chairman of the Board of the California Association for Local Economic Development ("CALED") and a former Chairman of the Board of Regents of the California Academy for Economic Development. During April 2006 he was selected as the 12th "Golden Bear", which is CALED's highest award for career achievement in local economic development.

KATHLEEN L. ROBLES, Senior Project Manager

Kathleen Robles specializes in economic and community development, project management, roadway design, solid waste management, regulatory compliance, brownfields management, grant programs and redevelopment agency wind-down services.

Ms. Robles joined Urban Futures during 2012 after completing 25 years of service to local government, which included serving in responsible management positions with the San Bernardino County Economic Development Agency, the San Bernardino County Department of Economic and Community Development, the San Bernardino County Public Works Department, the City of San Bernardino Economic Development Agency, and the City of Yucaipa City Manager's office. While in the public sector, Ms. Robles managed a wide-variety of public and private development projects. Ms. Robles has been responsible for preparing housing compliance reports; analyzing Foreign Trade Zone designations for private businesses; obtaining an USDA USFS \$4.4M grant for the economic use of Bark Beetle wood; the construction of the County's first groundwater treatment plant; the design and construction of

the City of San Bernardino's theater square Infrastructure project; and successfully obtained the San Bernardino Valley Enterprise Zone designation.

Ms. Robles holds a Bachelor of Science degree In Business Management and a Master of Arts degree in Management with an emphasis in Human Resources, both from the University of Redlands. In addition to belonging to the Alfred North Whitehead Leadership Society, Ms. Robles belongs to and/or has belonged to ICSC, CALED, NBA, GWMA, Vice-President of CAEZ, and the Mountain Area Safety Task Force.



Item Number 10A ii

STAFF REPORT

Date: February 17, 2015

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

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

Subject: **Consideration of Successor Agency to Approve Resolution No. 15-03, Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 15-16A and Amendment to Successor Agency Agreement with Urban Futures, Inc.**

RECOMMENDATION

The Successor Agency is requested to:

1. Adopt the proposed Resolution SA15-02 to approve the First Amendment to the Professional Services Agreement (Attachment A) with Urban Futures, Inc. (Urban Futures) for the preparation of a Long-Range Property Management Plan;
2. Authorize the City Manager to sign First Amendment to the Professional Services Agreement (Attachment B) between the Successor Agency and Urban Futures;
3. Adopt the proposed Resolution to approve the Successor Agency Loan Agreement No. 15-16A:1 (Attachment D); and
4. Authorize the City Manager to sign an emergency loan (Attachment E) in the amount of \$20,000 for Urban Futures services for the preparation of a Long-Range Property Management Plan.

BACKGROUND

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the "Dissolution Law"), to administer the enforceable

obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.

2. On August 19, 2014, the Successor Agency signed a professional services agreement with Urban Futures, Inc. for the preparation of a Long Range Property Management Plan.

ANALYSIS

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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under ROPS 15-16A, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to Urban Futures, which shall become due and payable during the period of time covered by ROPS 15-16A, unless this emergency loan is approved.

CONCLUSION

Once this loan is approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 15-16A, the loan becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the California Department of Finance.

This loan must be enrolled upon the final form of ROPS 15-16A in order to be recovered by the City. If this loan is not fully approved and formalized, the City is exposed to a risk that the moneys described in the accompanying loan documents may not be repaid to the City.

FINANCIAL IMPACT

Funds shall be made available to the Successor Agency from the City's General Fund in the amount of \$20,000.

ATTACHMENTS

- A. Successor Agency Resolution No. SA15-03 approving Loan No. 15-16A:1
- B. Successor Agency Loan Agreement No. 15-16A:1

RESOLUTION NO. SA 15-03

**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
(SUCCESSOR AGENCY LOAN AGREEMENT NO. 15-16A:1)**

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, Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of Urban Futures, Inc. (“Urban Futures”) to assist with the preparation of a Long-Range Property Management Plan for the Successor Agency, as memorialized in that agreement between the Successor Agency and Urban Futures dated August 19, 2014 (the “Initial Agreement”); and

WHEREAS, Urban Futures requires additional funds to complete the preparation of the Long-Range Property Management Plan as contemplated in the Initial Agreement, and if such funds are made available through the approval of the Loan Agreement No. 15-16A:1 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, attached to this Resolution as **Exhibit “A,”** (the “Loan Agreement”) then a corresponding amendment to the Initial Agreement shall be made; and

WHEREAS, 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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1,

2015 and December 31, 2015 under “Cudahy ROPS 15–16A,” as this term is described in the next paragraph, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including Urban Futures, which shall become due and payable during the period of time covered by Cudahy ROPS 15–16A, unless the Loan Agreement is approved; and

WHEREAS, as used herein, the term “Cudahy ROPS 15–16A” means and refers to the draft document entitled “Cudahy ROPS 15–16A,” as shall be presented to the governing body of the Successor Agency and the City Council, at a joint public meeting of the Successor Agency and the City Council.

WHEREAS, the Loan Agreement shall be enrolled upon the final form of Cudahy ROPS 15–16A, 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; 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.

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. 15–16A:1 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. 15–16A:1 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 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 17th day of February, 2015.

Chris Garcia,
Mayor of the City of Cudahy, as
Successor Agency to the former Cudahy
Community Development/
Redevelopment Agency

ATTEST:

Victor Ferrer
Secretary to the Successor Agency

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

I, Victor H. Ferrer, do hereby certify that the above and foregoing Resolution No. SA 15-03 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 17th day of February, 2015, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Victor H. Ferrer
Secretary to the Successor Agency

EXHIBIT A – LOAN AGREEMENT NO. 15-16A:1

2015

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. 15-16A:1

(NOT TO EXCEED: \$20,000)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. 15-16A:1 (the "Loan Agreement") is dated as of February 17, 2015 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 initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of Urban Futures, Inc. ("Urban Futures") to assist with the preparation of a Long-Range Property Management Plan for the Successor Agency, as memorialized in that agreement between the Successor Agency and Urban Futures dated August 19, 2014 (the "Initial Agreement").

5. Urban Futures requires additional funds to complete the preparation of the Long-Range Property Management Plan as contemplated in the Initial Agreement, and if such funds are made available through the approval of this Loan Agreement, a corresponding amendment to the Initial Agreement shall be made.
6. 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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under "Cudahy ROPS 15-16A," as this term is described in the next paragraph, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including Urban Futures, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved.
7. As used herein, the term "Cudahy ROPS 15-16A" means and refers to the draft document entitled "Cudahy ROPS 15-16A," as shall be presented to the governing body of the Successor Agency and the City Council, at a joint public meeting of the Successor Agency and the City Council. This Loan shall be enrolled upon the final form of Cudahy ROPS 15-16A, 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.
8. 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.
9. 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.

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 THOUSAND DOLLARS (\$20,000) to be used by the Successor Agency solely as set forth in Section 3. 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:

to complete the preparation of the Long-Range Property Management Plan as previously authorized under ROPS 14-15B, Line Item 25 (\$25,000) such that the new total amount of such recognized obligation shall not exceed \$45,000, subject to the approval and direction of the Oversight Board, including miscellaneous expenses associated with the response to inquiries by State DOF to the proposed Long-Range Property Management Plan.

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 15–16A (July 1, 2015 – December 31, 2015).** Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 15–16A 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 February 17, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Cudahy and Successor Agency Loan Agreement No. 15-16A:1: Not-to-Exceed \$20,000 (ROPS 15-16A: July 1, 2015 – December 31, 2015)]

CITY:

City of Cudahy, a municipal corporation

By: _____
Jose E. Pulido, City Manager

ATTEST:

By: _____
Victor H. Ferrer, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Assistant 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: _____
Jose E. Pulido, City Manager

By: _____
Victor H. Ferrer, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Assistant City Attorney



Item Number 10A iii

STAFF REPORT

Date: February 17, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Consideration of Successor Agency to Approve Resolution No. SA15-04, Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 15-16A for HR Dynamics and Management Consultants**

RECOMMENDATION

The Successor Agency is requested to:

1. Adopt the proposed Resolution to approve the Successor Agency Loan Agreement No. 15-16A:2 (Attachment A); and
2. Authorize the City Manager to sign an emergency loan (Attachment B) in the amount not to exceed \$227,000 for HR Dynamics and Performance Management (HR Dynamics) for management and oversight services regarding the formulation and finalization of a Long-Range Property Management Plan for the Successor Agency.

BACKGROUND

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the Dissolution Law), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.
2. On August 19, 2014, the Successor Agency signed a Professional Services Agreement with HR Dynamics.

3. On November 10, 2014, The Successor Agency amended the Agreement with HR Dynamics to add assisting with matters relating to the Successor Agency to the scope of work.

ANALYSIS

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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under ROPS 15–16A, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to HR Dynamics, which shall become due and payable during the period of time covered by ROPS 15–16A, unless this emergency loan is approved.

CONCLUSION

Once this loan is approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 15–16A, the loan becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the California Department of Finance.

This loan must be enrolled upon the final form of ROPS 15–16A in order to be recovered by the City. If this loan is not fully approved and formalized, the City is exposed to a risk that the moneys described in the accompanying loan documents may not be repaid to the City.

FINANCIAL IMPACT

Funds shall be made available to the Successor Agency City's General Fund in the amount of \$227,000.

ATTACHMENTS

- A. Successor Agency Resolution No. SA15-04 Approving Successor Agency Loan Agreement No. 15-16A:2
- B. Successor Agency Loan Agreement No. 15-16A:2.

RESOLUTION NO. SA 15-04

**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
(SUCCESSOR AGENCY LOAN AGREEMENT NO. 15-16A:2)**

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 initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of a consultant to assist with the preparation of a Long Property Management Plan for the Successor Agency, and the retention of consultant, HR Dynamics and Performance Management (“HR Dynamics”) for management and oversight services regarding the formulation and finalization of such Long-Range Property Management Plan, which is memorialized in that agreement between the Successor Agency and HR Dynamics dated August 19, 2014 and amended November 10, 2014 (collectively, the “Master Agreement”; and

WHEREAS, HR Dynamics requires additional funds to provide management and oversight services during the formulation and finalization of the Long-Range Property Management Plan, as contemplated in the Master Agreement, and if such funds are made available through the approval of the Loan Agreement No. 15-16A:2 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, attached to this Resolution as **Exhibit “A,”** (the “Loan Agreement”) then a corresponding amendment to the Master Agreement shall be made; and

WHEREAS, such additional funds required by HR Dynamics are extraordinary for the Successor Agency and do not constitute “administrative costs,” and Health and Safety Code Section 34171(b) exempts from the definition of “administrative costs” specific redevelopment dissolution implementation activities such as HR Dynamics’ activities, which are essential to the Successor Agency’s implementation of and compliance with State Redevelopment Dissolution Law; and

WHEREAS, 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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under “Cudahy ROPS 15–16A,” as this term is described in the next paragraph, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including Urban Futures, which shall become due and payable during the period of time covered by Cudahy ROPS 15–16A, unless the Loan Agreement is approved; and

WHEREAS, as used herein, the term “Cudahy ROPS 15–16A” means and refers to the draft document entitled “Cudahy ROPS 15–16A,” as shall be presented to the governing body of the Successor Agency and the City Council, at a joint public meeting of the Successor Agency and the City Council.

WHEREAS, the Loan Agreement shall be enrolled upon the final form of Cudahy ROPS 15–16A, 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; 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.

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. 15-16A:2 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. 15-16A:2 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 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 17th day of February, 2015.

Chris Garcia,
Mayor of the City of Cudahy, as
Successor Agency to the former Cudahy
Community Development/
Redevelopment Agency

ATTEST:

Victor Ferrer
Secretary to the Successor Agency

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

I, Victor H. Ferrer, do hereby certify that the above and foregoing Resolution No. SA 15-04 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 17th day of February, 2015, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Victor H. Ferrer
Secretary to the Successor Agency

EXHIBIT A – LOAN AGREEMENT NO. 15-16A:2

2015

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. 15-16A:2
(NOT TO EXCEED: \$227,000)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. 15-16A:2 (the "Loan Agreement") is dated as of February 17, 2015 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 initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of a consultant to assist with the preparation of a Long Property Management Plan for the Successor Agency, and the retention of consultant, HR Dynamics and Performance Management ("HR Dynamics") for management and oversight services regarding the formulation and finalization of such Long-Range Property Management Plan, which is memorialized in that agreement between the

Successor Agency and HR Dynamics dated August 19, 2014 and amended November 10, 2014 (collectively, the “Master Agreement”).

5. HR Dynamics requires additional funds to provide management and oversight services during the formulation and finalization of the Long-Range Property Management Plan, as contemplated in the Master Agreement, and if such funds are made available through the approval of this Loan Agreement, a corresponding amendment to the Master Agreement shall be made.
6. Such additional funds required by HR Dynamics are extraordinary for the Successor Agency and do not constitute “administrative costs.” Health and Safety Code Section 34171(b) exempts from the definition of “administrative costs” specific redevelopment dissolution implementation activities such as HR Dynamics’ activities, which are essential to the Successor Agency’s implementation of and compliance with State Redevelopment Dissolution Law.
7. 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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under “Cudahy ROPS 15–16A,” as this term is described in the next paragraph, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15–16A, unless this Loan is approved.
8. As used herein, the term “Cudahy ROPS 15–16A” means and refers to the draft document entitled “Cudahy ROPS 15–16A,” as shall be presented to the governing body of the Successor Agency and the City Council, at a joint public meeting of the Successor Agency and the City Council. This Loan shall be enrolled upon the final form of Cudahy ROPS 15–16A, 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.
9. 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.

10. 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.

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 TWO HUNDRED TWENTY-SEVEN THOUSAND DOLLARS (\$227,000) to be used by the Successor Agency solely as set forth in Section 3. 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 management and oversight services facilitating the formulation and finalization of the Long-Range Property Management Plan, subject to the approval and direction of the Oversight Board, including miscellaneous expenses associated with the response to inquires by State DOF to the proposed Long-Range Property Management Plan.

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 15-16A (July 1, 2015 - December 31, 2015).** Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 15-16A 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 _____, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Cudahy and Successor Agency Loan Agreement No. 15-16A:2: Not-to-Exceed \$227,000 (ROPS 15-16A: July 1, 2015 – December 31, 2015)]

CITY:

City of Cudahy, a municipal corporation

By: _____
Jose E. Pulido, City Manager

ATTEST:

By: _____
Victor H. Ferrer, Deputy 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: _____
Jose E. Pulido, City Manager

By: _____
Victor H. Ferrer, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



Item Number 10A iv

STAFF REPORT

Date: February 17, 2015

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

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

Subject: **Consideration of Successor Agency to Approve Resolution No. SA15-05
Emergency Loan Agreement for Recognized Obligation Payment Schedule
(ROPS) 15-16A for Olivarez Madruga, LLP**

RECOMMENDATION

The Successor Agency is requested to:

1. Adopt the proposed Resolution No. SA15-05 to approve the Successor Agency Loan Agreement No. 15-16A:3 (Attachment A); and
2. Authorize the City Manager to sign an emergency loan (Attachment B) in the amount not to exceed \$105,000 for Olivarez Madruga, LLP (Olivarez Madruga) services to guide the preparation and finalization of a Long-Range Property Management Plan for the Successor Agency.

BACKGROUND

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the "Dissolution Law"), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.
2. On February 18, 2014, the Successor Agency amended a Professional Services Agreement with Olivarez Madruga to assist in matters relating to the Successor Agency.

3. On April 15, 2014 the Office of the State Controller issued a report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," which ordered the Cudahy Economic Corporation to return certain assets that it had received from the Former Cudahy Community Development Commission / Redevelopment Agency to the Successor Agency.
4. On October 21, 2014, The Successor Agency amended the Agreement with Olivarez Madruga to assist in matters relating to the Long-Range Asset Management Plan of the Successor Agency.

ANALYSIS

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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under ROPS 15-16A, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to Olivarez Madruga, which shall become due and payable during the period of time covered by ROPS 15-16A, unless this emergency loan is approved.

CONCLUSION

Once this loan is approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 15-16A, the loan becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the California Department of Finance.

This loan must be enrolled upon the final form of ROPS 15-16A in order to be recovered by the City. If this loan is not fully approved and formalized, the City is exposed to a risk that the moneys described in the accompanying loan documents may not be repaid to the City.

FINANCIAL IMPACT

Funds shall be made available to the Successor Agency from the City's General Fund in the amount of \$105,000.

ATTACHMENTS

- A. Successor Agency Resolution No. SA15-05 Approving Successor Agency Loan Agreement No. 15-16A:3

B. Successor Agency Loan Agreement No. 15-16A:3

RESOLUTION NO. SA 15-05

**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
(SUCCESSOR AGENCY LOAN AGREEMENT NO. 15-16A:3)**

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 initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Olivarez Madruga, LLP (“Olivarez Madruga”), to guide the preparation and finalization of a Long-Range Property Management Plan for the Successor Agency in accordance with the direction set forth in that April 15, 2014 report entitled “Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012,” by the Office of the State Controller, (the “Transfer Report”), which is memorialized in that agreement between the City, Successor Agency, and Olivarez Madruga dated, July 5, 2011 and amended February 18, 2014 and October 21, 2014 (collectively, the “Master Agreement”); and

WHEREAS, Olivarez Madruga requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan, as contemplated in the Master Agreement, and if such funds are made available through the approval of the Loan Agreement No. 15-16A:3 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, attached to this Resolution as **Exhibit “A,”** (the “Loan Agreement”) then a corresponding amendment to the Master Agreement shall be made; and

WHEREAS, such additional funds required by Olivarez Madruga are extraordinary for the Successor Agency and do not constitute “administrative costs,” and Health and Safety Code Section 34171(b) exempts from the definition of “administrative costs” specific redevelopment dissolution implementation activities such as Olivarez Madruga’s activities, which are essential to the Successor Agency’s implementation of and compliance with State Redevelopment Dissolution Law; and

WHEREAS, 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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under “Cudahy ROPS 15–16A,” as this term is described in the next paragraph, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including Urban Futures, which shall become due and payable during the period of time covered by Cudahy ROPS 15–16A, unless the Loan Agreement is approved; and

WHEREAS, as used herein, the term “Cudahy ROPS 15–16A” means and refers to the draft document entitled “Cudahy ROPS 15–16A,” as shall be presented to the governing body of the Successor Agency and the City Council, at a joint public meeting of the Successor Agency and the City Council.

WHEREAS, the Loan Agreement shall be enrolled upon the final form of Cudahy ROPS 15–16A, 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; 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.

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. 15-16A:3 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. 15-16A:3 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 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 17th day of February 2015.

Chris Garcia,
Mayor of the City of Cudahy, as
Successor Agency to the former Cudahy
Community Development/
Redevelopment Agency

ATTEST:

Victor Ferrer
Secretary to the Successor Agency

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

I, Victor H. Ferrer, do hereby certify that the above and foregoing Resolution No. SA 15-05 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 17th day of February, 2015, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Victor H. Ferrer
Secretary of the Successor Agency

EXHIBIT A – LOAN AGREEMENT NO. 15-16A:3

2015

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 15–16A:3

(NOT TO EXCEED: \$105,000)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. ROPS 15–16A:3 (the “Loan Agreement”) is dated as of February 17, 2015 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 initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Olivarez Madruga, LLP (“Olivarez Madruga”), to guide the preparation and finalization of a Long-Range Property Management Plan for the Successor Agency in accordance with the direction set forth in that April 15, 2014 report entitled “Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012,” by the Office of the State Controller, (the

“Transfer Report”), which is memorialized in that agreement between the City, Successor Agency, and Olivarez Madruga dated, July 5, 2011 and amended February 18, 2014 and October 21, 2014 (collectively, the “Master Agreement”).

5. Olivarez Madruga requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan, as contemplated in the Master Agreement, and if such funds are made available through the approval of this Loan Agreement, a corresponding amendment to the Master Agreement shall be made.
6. Such additional funds required by Olivarez Madruga are extraordinary for the Successor Agency and do not constitute “administrative costs.” Health and Safety Code Section 34171(b) exempts from the definition of “administrative costs” specific redevelopment dissolution implementation activities such as Olivarez Madruga’s activities, which are essential to the Successor Agency’s implementation of and compliance with State Redevelopment Dissolution Law.
7. 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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under “Cudahy ROPS 15–16A,” as this term is described in the next paragraph, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including Olivarez Madruga, which shall become due and payable during the period of time covered by Cudahy ROPS 15–16A, unless this Loan is approved.
8. As used herein, the term “Cudahy ROPS 15–16A” means and refers to the draft document entitled “Cudahy ROPS 15–16A,” as shall be presented to the governing body of the Successor Agency and the City Council, at a joint public meeting of the Successor Agency and the City Council. This Loan shall be enrolled upon the final form of Cudahy ROPS 15–16A, 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.
9. 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.

10. 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.

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 ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000) to be used by the Successor Agency solely as set forth in Section 3. 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 legal counsel services facilitating the formulation and finalization of the Long-Range Property Management Plan and related bond defeasance guidance, subject to the approval and direction of the Oversight Board, including miscellaneous expenses associated with the response to inquires by State DOF to the proposed Long-Range Property Management Plan.

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 15–16A (July 1, 2015 – December 31, 2015).** Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 15–16A 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 February 17, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Cudahy and Successor Agency Loan Agreement No. ROPS 15-16A:3: Not-to-Exceed \$105,00 (ROPS 15-16A: July 1, 2015 – December 31, 2015)]

CITY:

City of Cudahy, a municipal corporation

By: _____
Jose E. Pulido, City Manager

ATTEST:

By: _____
Victor H. Ferrer, Deputy 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: _____
Jose E. Pulido, City Manager

By: _____
Victor H. Ferrer, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



Item Number 10A v

STAFF REPORT

Date: February 17, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Consideration of Approving Resolution No. SA15-06, Administrative Budget for Six-Month Fiscal Period of July 1, 2015 to December 31, 2015**

RECOMMENDATION

The City Council is requested to adopt Resolution No. SA15-06, approving the Administrative Budget for the 15-16A Recognized Obligation Payment Schedule (ROPS) six-month Fiscal Period of July 1, 2015 to December 31, 2015.

BACKGROUND

1. On January 17, 2012, the City Council adopted Resolution No. 12-04 electing to serve as the Successor Agency to the Cudahy Community Development Commission.
2. On February 1, 2012, the former Cudahy Community Redevelopment Agency was dissolved pursuant to 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 referenced herein as the "State Redevelopment Dissolution Law".
3. On February 1, 2012, the State Redevelopment Dissolution Law requires the Successor Agency to prepare a proposed "Administrative Budget" for the period concurrent with the six-month fiscal period of each ROPS.
4. On September 16, 2014, Successor Agency prepared and approved the Administrative Budget for the six-month fiscal period January 1, 2015 through June 30, 2015.
5. On September 22, 2014, the Oversight Board reviewed and approved the Successor Agency Administrative Budget for the six-month fiscal period January 1, 2015 through June 30, 2015.

ANALYSIS

Under the Dissolution Law, each ROPS includes a line item for the Successor Agency's Administrative Budget for the applicable period and requires that for the 15-16A six-month fiscal period of July 1, 2015 to December 31, 2015 (ROPS 15-16A) shall be approved by the Successor Agency and Oversight Board and submitted to the State Department of Finance (DOF) as a part of the ROPS 15-16A by March 3, 2015.

Successor Agency staff and Successor Agency's Fiscal consultant, HdL Coren & Cone, have prepared and now submit to the Successor Agency the Administrative Budget for the period of July 1, 2015 to December 31, 2015 (Attachment B). Pursuant to Section 34177(j), an Administrative Budget is to include all of the following: (a) estimated amounts of the Successor Agency's administrative costs for the upcoming six-month fiscal period (July 1, 2015 to December 31, 2015); (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the City to the Successor Agency.

CONCLUSION

If approved, the Administrative Budget will be submitted to the Oversight Board for review and approval at a special meeting on February 24, 2015. Under Section 4177(k), the Successor Agency would then provide to the County of Los Angeles Auditor-Controller (CAC) the administrative cost estimates from the approved Administrative Budget that are to be paid from property tax revenues deposited into the Redevelopment Property Tax Trust Fund ("RPTTF") for such fiscal period.

FINANCIAL IMPACT

The Successor Agency would be reimbursed up to \$125,000 for expenses and costs related to the dissolution of the former Cudahy Community Development Commission for the period of July 1, 2015 through December 31 2015, if approved by the Oversight Board, and the State Department of Finance.

ATTACHMENTS

- A. Proposed Resolution No. SA15-06
 - a. Exhibit "A" – Cudahy Successor Agency Administrative Budget

RESOLUTION NO. SA15-06

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER CUDAHY REDEVELOPMENT AGENCY (CUDAHY COMMUNITY DEVELOPMENT COMMISSION) APPROVING AN ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2015 THROUGH DECEMBER 31, 2015 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH

A. Pursuant to Part 1.85 of the Community Redevelopment Law (commencing with Health and Safety Code Section 34170) (“Part 1.85”), the Successor Agency to the former Cudahy Redevelopment Agency (Cudahy Community Development Commission) (“Successor Agency”) is required to undertake a number of actions related to winding down the affairs of the former Cudahy Redevelopment Agency (the “Former Redevelopment Agency”) pursuant to Health and Safety Code Section 34177(h).

B. In connection with the administration and operations of the Successor Agency, the Successor Agency is and will be utilizing the staff, facilities, and other resources of the City of Cudahy. The City Manager of the City serves as Executive Director of the Successor Agency, the Finance Director serves as Finance Officer of the Successor Agency, and the City Clerk serves as Secretary to the Successor Agency. Planning, finance, engineering, public works, legal and other City departments devote and are expected to devote substantial time with respect to the administration and operations of the Successor Agency, including gathering information relating to the Former Redevelopment Agency’s enforceable obligations, conferring with public officials representing governmental agencies, and undertaking other activities in connection with administration and operations of the Successor Agency.

C. Pursuant to Health and Safety Code Section 34171(d)(1)(F), contracts or agreements necessary for the administration or operation of the Successor Agency are enforceable obligations and pursuant to Health and Safety Code Sections 34178(a) and 34180(h), and the Successor Agency may enter into agreements with the City with the approval of the Oversight Board for the Successor Agency (the “Oversight Board”).

D. Pursuant to Health and Safety Code Section 34177(j), the Successor Agency is required to prepare a proposed administrative budget for each six month fiscal period and submit each proposed administrative budget to the Oversight Board for its approval. Each proposed administrative budget shall include all of the following: (1) estimated amounts for Successor Agency administrative costs for the applicable six-month fiscal period; (2) proposed sources of payment for the costs identified in (1); and (3) proposals for arrangements for administrative and operations services provided by the City or another entity.

E. Pursuant to Health and Safety Code Section 34177(k), the Successor Agency is required to provide administrative cost estimates, from its approved administrative budget that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund, to the County Auditor-Controller for each applicable six-month fiscal period.

F. Staff of the Successor Agency seeks the Successor Agency's approval of the administrative budget for the period beginning on July 1, 2015 through December 31, 2015 ("Administrative Budget 15-16A"), in the form attached to this Resolution as Exhibit "A", and the Successor Agency's authorization to submit the approved Administrative Budget 15-16A to the Oversight Board for its approval and to forward the information required by Health and Safety Code 34177(k) to the County Auditor-Controller.

G. Administrative Budget 15-16A has been prepared in accordance with Health and Safety Code Section 34177(j) and is consistent with the requirements of the Health and Safety Code and other applicable law. The proposed source of payment of the costs set forth in Administrative Budget 15-16A is property taxes from the Redevelopment Property Tax Trust Fund of Los Angeles County established for the Successor Agency.

H. The activity proposed for approval by this Resolution is not a "project" for purposes of the California Environmental Quality Act ("CEQA"), as that term is defined by CEQA Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, in accordance with CEQA Section 15378(b)(5) of the Guidelines.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE CUDAHY REDEVELOPMENT AGENCY (CUDAHY COMMUNITY DEVELOPMENT COMMISSION) DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. This Resolution is adopted pursuant to the provisions of Part 1.85.

Section 3. The Successor Agency hereby approves the proposed administrative budget for the six-month fiscal period commencing July 1, 2015 and ending December 31, 2015 attached hereto as Exhibit "A" and incorporated herein by reference.

Section 4. The officers and staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

Section 5. The Successor Agency hereby determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the CEQA Guidelines.

PASSED AND ADOPTED this 17th day of February, 2015.

Chair of the Successor Agency

ATTEST:

Victor Ferrer
Secretary to the Successor Agency

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

I, Victor H. Ferrer, secretary to the Successor Agency, do hereby certify that the above and foregoing Resolution No.SA 15-06 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 17th day of February 2015, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Victor H. Ferrer
Secretary to the Successor Agency

Exhibit "A"

CUDAHY SUCCESSOR AGENCY ADMINISTRATIVE BUDGET COVERING
July 1 2015 TO December 31 2015

ESTIMATED ANNUAL ADMINISTRATIVE EXPENSES

	Costs	Funding Source
External Consultants		
Attorney Costs	\$ 30,000	RPTTF Administrative Allowance
Consultant Costs	\$ 45,000	RPTTF Administrative Allowance
Auditor Fees	\$ 15,000	RPTTF Administrative Allowance
Successor Agency Expenses		
Successor Agency rent and utilities	\$ 5,000	RPTTF Administrative Allowance
Successor supplies	\$ 500	RPTTF Administrative Allowance
Successor equipment	\$ 500	RPTTF Administrative Allowance
Salaries and benefits	\$ 140,000	RPTTF Administrative Allowance
Risk management/insurance	\$ 7,000	RPTTF Administrative Allowance
Property maintenance (prior to transfer/sale)	\$ 1,500	RPTTF Administrative Allowance
Oversight Board Expenses		
Staff Time	\$ 5,000	RPTTF Administrative Allowance
Materials	\$ 500	RPTTF Administrative Allowance
Estimated Annual Total	\$ 250,000	

ESTIMATED ADMINISTRATIVE
EXPENSES FOR 6-MONTH
PERIOD COVERING:

JULY 1, 2015 TO DECEMBER 31, 2015 \$125,000

RPTTF – Redevelopment Property Tax Trust Fund



Item Number 10A vi

STAFF REPORT

Date: February 17, 2014

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 Recognized Obligation Payment Schedule For The 15-16A Six-Month Fiscal Period of July 1, 2015 to December 31, 2015 (ROPS 15-16A)**

RECOMMENDATION

The Successor Agency is requested to approve the Recognized Obligations Payment Schedule (ROPS) 15-16A for the period of July 1, 2015 to December 31, 2015, for submission to the City of Cudahy Oversight Board.

BACKGROUND

1. On January 17, 2012 the City Council adopted Resolution No. 12-04 electing to serve as the Successor Agency to the Cudahy Community Development Commission.
2. On February 1, 2012, the former Cudahy Community Redevelopment Agency was dissolved pursuant to 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 referenced herein as the Dissolution Law
3. On February 1, 2012, the Successor Agency to the Community Development Commission of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the Dissolution Law), to administer the enforceable obligations and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board.
4. On September 16, 2014, the Successor Agency, pursuant to the Dissolution Law, approved ROPS 14-15B as it had passed all prior ROPS and thereafter submitted to the State Department of Finance (DOF), and ultimately approved. Pursuant to Section 34 171(g) of Part 1.85, ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal

period as provided in subdivision (m) of Section 34177.

5. Under the dates in the Dissolution Law, the Successor Agency is required to consider and adopt the ROPS for the 15-16A six-month fiscal period of July 1, 2015 to December 31, 2015 and submit such approved ROPS 15-16A to the DOF on or before March 3, 2015.

ANALYSIS

AB X1 26 requires the Successor Agency to prepare a ROPS for each six-month period. The ROPS essentially serves as an invoice between the Successor Agency and the Los Angeles County Auditor-Controller and dictates how much former property tax increment will be released by the County for the six-month period to the Successor Agency to pay for enforceable obligations. Only payments listed on the ROPS may be made by the Successor Agency.

Currently, the Successor Agency's sources of revenue available to pay for costs listed on the approved ROPS include Former Tax Increment, now held by the Los Angeles County Auditor-Controller in the Redevelopment Property Tax Trust Fund (RPTTF).

Attachment A reflects the six month estimated payment obligations for the Successor Agency in the online format provided by the DOF. The ROPS 15-16A will be submitted to the Los Angeles County Auditor-Controller, State Controllers' Office and the DOF by March 3, 2015, the statutory deadline.

CONCLUSION

To avoid a civil penalty of \$10,000 per day for the Successor Agency's failure to submit on time it is recommended that the Successor Agency approve ROPS 15-16A for submission to the City of Cudahy Oversight Board, where staff can ensure submittal in a timely manner.

FINANCIAL IMPACT

The Successor Agency should receive \$2.1 million in order to satisfy all former Redevelopment Agency debts and obligations, if approved by the Oversight Board and DOF.

ATTACHMENTS

- A. Proposed Recognized Obligation Payment Schedule (ROPS 15-16A) – ROPS Detail

Recognized Obligation Payment Schedule (ROPS 15-16A) - Summary

Filed for the July 1, 2015 through December 31, 2015 Period

Name of Successor Agency:	<u>Cudahy</u>
Name of County:	<u>Los Angeles</u>

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A Sources (B+C+D):		\$ 632,500
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	632,500
D	Other Funding (ROPS Detail)	-
E Enforceable Obligations Funded with RPTTF Funding (F+G):		\$ 1,481,097
F	Non-Administrative Costs (ROPS Detail)	1,356,097
G	Administrative Costs (ROPS Detail)	125,000
H Current Period Enforceable Obligations (A+E):		\$ 2,113,597

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	1,481,097
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(2,012,522)
K Adjusted Current Period RPTTF Requested Funding (I-J)		\$ (531,425)

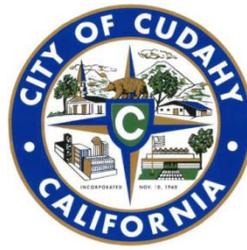
County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations funded with RPTTF (E):	1,481,097
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N Adjusted Current Period RPTTF Requested Funding (L-M)		1,481,097

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Name	Title
/s/ _____	
Signature	Date

Recognized Obligation Payment Schedule (ROPS 15-16A) - ROPS Detail
July 1, 2015 through December 31, 2015
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
								\$ 35,539,412		\$ -	\$ 632,500	\$ -	\$ 1,356,097	\$ 125,000	\$ 2,113,597
1	Subordinated Tax Allocation	Bonds Issued On or Before 12/31/10	10/28/1999	10/1/2026	The Bank of New York Mellon Trust Company, N.A.	Bond issue to fund non-housing projects	Citywide	2,885,640	N				63,769		\$ 63,769
2	Tax Allocation Refunding Bonds, Series 2003A	Bonds Issued On or Before 12/31/10	8/13/2003	10/1/2027	The Bank of New York Mellon Trust Company, N.A.	Bond issue to fund housing projects	Citywide	4,004,010	N		237,500		318,374		\$ 555,874
4	Tax Allocation Refunding Bonds, Series 2003C	Bonds Issued On or Before 12/31/10	8/13/2003	10/1/2027	The Bank of New York Mellon Trust Company, N.A.	Bond issue to fund non-housing projects	Citywide	9,158,200	N		47,500		235,900		\$ 283,400
5	Tax Allocation Bonds, Series 2011A	Bonds Issued After 12/31/10	4/13/2011	10/1/2027	The Bank of New York Mellon Trust Company, N.A.	Bond issue to fund housing projects	Citywide	3,610,456	N		2,500		83,378		\$ 85,878
6	Tax Allocation Bonds, Series 2011A	Bonds Issued After 12/31/10	4/13/2011	10/1/2013	The Bank of New York Mellon Trust Company, N.A.	Bond issue to fund housing projects	Citywide	-	N				50,704		\$ 50,704
7	Tax Allocation Bonds, Series 2011B	Bonds Issued After 12/31/10	4/13/2011	10/1/2027	The Bank of New York Mellon Trust Company, N.A.	Bond issue to fund non-housing projects	Citywide	11,301,119	N		345,000		601,772		\$ 946,772
8	Fiscal Agent Fees	Fees	10/28/1999	10/1/2027	The Bank of New York Mellon Trust Company, N.A.	Annual fiscal agent fees for bonds issues	Citywide	101,600	N				2,200		\$ 2,200
9	Bond Disclosure Services	Fees	6/27/2011	3/31/2027	HdL Coren & Cone	Annual continuing disclosure for bond issues	Citywide	70,500	N						\$ -
11	Consultant Fees	Admin Costs	6/27/2011	3/31/2027	HdL Coren & Cone	AB X1 26 & 27 Analysis, EOPS & SOI	Citywide	-	N						\$ -
13	City Reimbursement	City/County Loans On or Before 6/27/11	6/7/2005	7/2/2048	City of Cudahy	Loan Repayment	Citywide		N						\$ -
14	RDA Legal Counsel	Admin Costs	3/1/2011	7/2/2048	Lewis Brisbois Smith LLP	legal counsel	Citywide	-	N						\$ -
15	RDA Legal Counsel	Admin Costs	5/1/2011	7/2/2048	Olivarez, Gallagher, Padilla	legal counsel	Citywide	-	N						\$ -
17	County Deferral	Miscellaneous	9/8/1981	9/8/2034	Los Angeles County Taxing Entities	In accordance with the deferral provisions of the contractual agreement with the County and the Community Development Commission of the City of Cudahy	Citywide	551,541	N						\$ -
18	County Deferral	Miscellaneous	12/14/1992	7/13/1944	Los Angeles County Taxing Entities	In accordance with the deferral provisions of the contractual agreement with the County and the Community Development Commission of the City of Cudahy	Citywide	356,346	N						\$ -
21	Oversight Board Legal Counsel	Admin Costs	6/1/2012	7/1/2016	John Cavanaugh	legal counsel	Citywide	-	N						\$ -
22	Audit Services	Dissolution Audits	8/1/2012	8/1/2015	Sonnenberg CPAS	DDR Audit (AB 1484)	Citywide	-	N						\$ -
23	Administrative Reimbursement	RPTTF Shortfall	2/1/2012	7/2/2048	City of Cudahy	Loan to cover shortfall in Administrative Expense	Citywide	-	N						\$ -
24	Successor Agency Admin. Cost	Admin Costs	2/1/2012	7/2/2048	Various	Greater of 3% or \$250,000	Citywide	3,500,000	N					125,000	\$ 125,000
25	Long Term Property Management Plan	Property Dispositions	8/14/2014	8/13/2015	Urban Futures, Inc.	Professional Service			N						\$ -
26	Professional Service	Professional Services	9/17/2014	9/16/2015	HR Dynamic	Professional Service			N						\$ -
27	Legal Counsel	Legal	5/1/2011	7/2/2048	Olivarez, Madruga	legal counsel			N						\$ -
28									N						\$ -
29									N						\$ -
30									N						\$ -



Item Number 10B i

STAFF REPORT

Date: February 17, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Demands and Payroll for the Month of December 2014 Including Cash and Investment Report by Fund for the Month of December 2014**

RECOMMENDATION

It is recommended that the City Council approve the Demands and Payroll for the month of December 2014 including Cash and Investment Report by Fund for the month of December 2014.

BACKGROUND

1. On July 13, 1993, Ord. 476 was adopted and codified as 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."
2. On December 2014, the following demands and payroll have been audited by the Finance Department:

Demands	\$670,854.26	(Attachment A)
Payroll Warrants	\$220,972.15	(Attachment B)

ANALYSIS

The attached Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), and Cash and Investment Report by Fund December 2014 (Attachment C) indicate that the Cash and Investment balance was sufficient to apply to the disbursements for the month of December 2014.

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 on the last page of the attachments indicate how the total disbursements of \$892,504.79 were distributed to 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 2014

Check Register Report

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																														
37924	12/04/2014	4550 Printed	235- PRAXAIR DISTRIBUTION INC. CYLINDER RENTAL	41.08 0.00	41.08																														
				Check Amount	41.08																														
<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>26100</td> <td>201-4425-6150.000</td> <td>41.08</td> <td>0.00</td> <td>41.08</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26100	201-4425-6150.000	41.08	0.00	41.08																				
Ref#	GL Number	Gross	Discount	Amount																															
26100	201-4425-6150.000	41.08	0.00	41.08																															
37925	12/04/2014	1778 Printed	ALL CITY MANAGEMENT CROSSING GUARD OCT 26 - NOV 8	2,007.60 0.00	2,007.60																														
				Check Amount	2,007.60																														
<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>26091</td> <td>001-4520-6730.000</td> <td>2,007.60</td> <td>0.00</td> <td>2,007.60</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26091	001-4520-6730.000	2,007.60	0.00	2,007.60																				
Ref#	GL Number	Gross	Discount	Amount																															
26091	001-4520-6730.000	2,007.60	0.00	2,007.60																															
37926	12/04/2014	7995 Printed	AMERICAN CITY PEST CONTROL PEST CONTROL 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>26125</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>26126</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>26127</td> <td>001-4020-6720.000</td> <td>117.00</td> <td>0.00</td> <td>117.00</td> </tr> <tr> <td>26128</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>26129</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	26125	001-4020-6720.000	101.00	0.00	101.00	26126	001-4020-6720.000	101.00	0.00	101.00	26127	001-4020-6720.000	117.00	0.00	117.00	26128	001-4020-6720.000	101.00	0.00	101.00	26129	001-4020-6720.000	64.00	0.00	64.00
Ref#	GL Number	Gross	Discount	Amount																															
26125	001-4020-6720.000	101.00	0.00	101.00																															
26126	001-4020-6720.000	101.00	0.00	101.00																															
26127	001-4020-6720.000	117.00	0.00	117.00																															
26128	001-4020-6720.000	101.00	0.00	101.00																															
26129	001-4020-6720.000	64.00	0.00	64.00																															
37927	12/04/2014	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE	48.80 0.00	48.80																														
				Check Amount	48.80																														
<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>26117</td> <td>001-4020-6390.000</td> <td>48.80</td> <td>0.00</td> <td>48.80</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26117	001-4020-6390.000	48.80	0.00	48.80																				
Ref#	GL Number	Gross	Discount	Amount																															
26117	001-4020-6390.000	48.80	0.00	48.80																															
37928	12/04/2014	8021 Printed	AT & T MOBILITY CELLULAR SERVICE OCT 7 -NOV 6	466.12 0.00	466.12																														
				Check Amount	466.12																														
<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>26087</td> <td>001-4020-6390.000</td> <td>388.59</td> <td>0.00</td> <td>388.59</td> </tr> <tr> <td>26087</td> <td>201-4425-6390.000</td> <td>73.57</td> <td>0.00</td> <td>73.57</td> </tr> <tr> <td>26087</td> <td>510-4230-6390.000</td> <td>48.16</td> <td>0.00</td> <td>48.16</td> </tr> <tr> <td>26087</td> <td>001-4011-6390.000</td> <td>-44.20</td> <td>0.00</td> <td>-44.20</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26087	001-4020-6390.000	388.59	0.00	388.59	26087	201-4425-6390.000	73.57	0.00	73.57	26087	510-4230-6390.000	48.16	0.00	48.16	26087	001-4011-6390.000	-44.20	0.00	-44.20					
Ref#	GL Number	Gross	Discount	Amount																															
26087	001-4020-6390.000	388.59	0.00	388.59																															
26087	201-4425-6390.000	73.57	0.00	73.57																															
26087	510-4230-6390.000	48.16	0.00	48.16																															
26087	001-4011-6390.000	-44.20	0.00	-44.20																															
37929	12/04/2014	0057-2 Printed	AT & T PHONE SERVICE LANDLINE PHONE OCT 8 - NOV 7	2,083.80 0.00	2,083.80																														
				Check Amount	2,083.80																														
<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>26113</td> <td>001-4020-6390.000</td> <td>2,083.80</td> <td>0.00</td> <td>2,083.80</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26113	001-4020-6390.000	2,083.80	0.00	2,083.80																				
Ref#	GL Number	Gross	Discount	Amount																															
26113	001-4020-6390.000	2,083.80	0.00	2,083.80																															
37930	12/04/2014	10078 Printed	BEARCOM WIRELESS WORLDWIDE MOTOROLA CP 200 RADIOS	3,720.58 0.00	3,720.58																														
				Check Amount	3,720.58																														
<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>26085</td> <td>001-4410-6140.000</td> <td>1,240.20</td> <td>0.00</td> <td>1,240.20</td> </tr> <tr> <td>26085</td> <td>001-4020-6080.000</td> <td>1,240.19</td> <td>0.00</td> <td>1,240.19</td> </tr> <tr> <td>26085</td> <td>201-4425-6150.000</td> <td>1,240.19</td> <td>0.00</td> <td>1,240.19</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26085	001-4410-6140.000	1,240.20	0.00	1,240.20	26085	001-4020-6080.000	1,240.19	0.00	1,240.19	26085	201-4425-6150.000	1,240.19	0.00	1,240.19										
Ref#	GL Number	Gross	Discount	Amount																															
26085	001-4410-6140.000	1,240.20	0.00	1,240.20																															
26085	001-4020-6080.000	1,240.19	0.00	1,240.19																															
26085	201-4425-6150.000	1,240.19	0.00	1,240.19																															

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																				
37931	12/04/2014	0552 Printed	BELL PLUMBING & HEATING REPAIR AC UNIT @ CLARA PARK	799.03 0.00	799.03																				
				Check Amount	799.03																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26084</td> <td>001-4020-6950.000</td> <td style="text-align: right;">799.03</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">799.03</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26084	001-4020-6950.000	799.03	0.00	799.03										
Ref#	GL Number	Gross	Discount	Amount																					
26084	001-4020-6950.000	799.03	0.00	799.03																					
37932	12/04/2014	4546 Printed	CENTRAL BASIN MUNICIPAL WATER RECYCLE WATER SERVICE SEPT.	373.87 0.00	373.87																				
				Check Amount	373.87																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26112</td> <td>001-4020-6395.000</td> <td style="text-align: right;">373.87</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">373.87</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26112	001-4020-6395.000	373.87	0.00	373.87										
Ref#	GL Number	Gross	Discount	Amount																					
26112	001-4020-6395.000	373.87	0.00	373.87																					
37933	12/04/2014	6096 Printed	CLEAN SOURCE INC CUSTODIAL SUPPLIES	2,044.04 0.00	2,044.04																				
				Check Amount	2,044.04																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26097</td> <td>201-4425-6150.000</td> <td style="text-align: right;">130.26</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">130.26</td> </tr> <tr> <td>26097</td> <td>001-4020-6010.000</td> <td style="text-align: right;">1,974.71</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">1,974.71</td> </tr> <tr> <td>26097</td> <td>001-4020-6010.000</td> <td style="text-align: right;">-60.93</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">-60.93</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26097	201-4425-6150.000	130.26	0.00	130.26	26097	001-4020-6010.000	1,974.71	0.00	1,974.71	26097	001-4020-6010.000	-60.93	0.00	-60.93
Ref#	GL Number	Gross	Discount	Amount																					
26097	201-4425-6150.000	130.26	0.00	130.26																					
26097	001-4020-6010.000	1,974.71	0.00	1,974.71																					
26097	001-4020-6010.000	-60.93	0.00	-60.93																					
37934	12/04/2014	6045 Printed	CONTRERAS GARDEN SUPPLY SERVICED & REPAIRED EQUIPMENT	505.00 0.00	505.00																				
				Check Amount	505.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26137</td> <td>001-4410-6770.000</td> <td style="text-align: right;">235.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">235.00</td> </tr> <tr> <td>26137</td> <td>201-4425-6770.000</td> <td style="text-align: right;">120.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">120.00</td> </tr> <tr> <td>26137</td> <td>001-4410-6140.000</td> <td style="text-align: right;">150.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">150.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26137	001-4410-6770.000	235.00	0.00	235.00	26137	201-4425-6770.000	120.00	0.00	120.00	26137	001-4410-6140.000	150.00	0.00	150.00
Ref#	GL Number	Gross	Discount	Amount																					
26137	001-4410-6770.000	235.00	0.00	235.00																					
26137	201-4425-6770.000	120.00	0.00	120.00																					
26137	001-4410-6140.000	150.00	0.00	150.00																					
37935	12/04/2014	0186 Printed	COUNTY OF LOS ANGELES ANIMAL CARE & CONTROL OCTOBER	6,394.79 0.00	6,394.79																				
				Check Amount	6,394.79																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26088</td> <td>001-4510-6703.000</td> <td style="text-align: right;">6,394.79</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">6,394.79</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26088	001-4510-6703.000	6,394.79	0.00	6,394.79										
Ref#	GL Number	Gross	Discount	Amount																					
26088	001-4510-6703.000	6,394.79	0.00	6,394.79																					
37936	12/04/2014	1206 Printed	COUNTY OF LOS ANGELES IND WAST INDUSTRIAL WASTE OCTOBER	1,519.98 0.00	1,519.98																				
				Check Amount	1,519.98																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26108</td> <td>001-4216-6720.000</td> <td style="text-align: right;">1,519.98</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">1,519.98</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26108	001-4216-6720.000	1,519.98	0.00	1,519.98										
Ref#	GL Number	Gross	Discount	Amount																					
26108	001-4216-6720.000	1,519.98	0.00	1,519.98																					
37937	12/04/2014	9719 Printed	CSG CONSULTANTS, INC. BUILDING PLAN REVIEW	125.00 0.00	125.00																				
				Check Amount	125.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26111</td> <td>001-4212-6720.000</td> <td style="text-align: right;">125.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">125.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26111	001-4212-6720.000	125.00	0.00	125.00										
Ref#	GL Number	Gross	Discount	Amount																					
26111	001-4212-6720.000	125.00	0.00	125.00																					
37938	12/04/2014	5552 Printed	CUDAHY AUTO CENTER REPAIR MAINTENANCE VEHICLES	1,134.76 0.00	1,134.76																				
				Check Amount	1,134.76																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26096</td> <td>001-4410-6394.000</td> <td style="text-align: right;">486.74</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">486.74</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26096	001-4410-6394.000	486.74	0.00	486.74										
Ref#	GL Number	Gross	Discount	Amount																					
26096	001-4410-6394.000	486.74	0.00	486.74																					

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	26132	001-4410-6394.000		99.87	99.87
	26133	001-4410-6394.000		165.00	165.00
	26134	201-4425-6394.000		383.15	383.15
			Check Amount		1,134.76
37939	12/04/2014	10005 Printed	DAPEER, ROSENBLIT & LITVAK PROFESSIONAL SERVICES OCTOBER	1,049.08 0.00	1,049.08
	Ref#	GL Number	Gross	Discount	Amount
	26124	510-4230-6755.000	1,049.08	0.00	1,049.08
			Check Amount		1,049.08
37940	12/04/2014	9998 Printed	DOWNEY SIGN & LIGHTING REPLACED LAMPS IN CITY PARKS	1,035.58 0.00	1,035.58
	Ref#	GL Number	Gross	Discount	Amount
	26130	350-4430-6775.000	90.00	0.00	90.00
	26130	001-4020-6720.000	425.93	0.00	425.93
	26131	001-4020-6720.000	519.65	0.00	519.65
			Check Amount		1,035.58
37941	12/04/2014	6086 Printed	EWING IRRIGATION REPAIR AT	587.77 0.00	587.77
	Ref#	GL Number	Gross	Discount	Amount
	26080	001-4410-6389.000	402.49	0.00	402.49
	26081	001-4410-6389.000	16.86	0.00	16.86
	26082	001-4410-6389.000	168.42	0.00	168.42
			Check Amount		587.77
37942	12/04/2014	9983 Printed	FIESTA TAXI COOPERATIVE, INC. DIAL A RIDE OCTOBER SENIORS	3,518.88 0.00	3,518.88
	Ref#	GL Number	Gross	Discount	Amount
	26086	252-4750-6780.000	3,518.88	0.00	3,518.88
			Check Amount		3,518.88
37943	12/04/2014	4699 Printed	FIREMASTER DEPT 1019 SEMI ANNUAL KITCHEN FIRE SYS	300.00 0.00	300.00
	Ref#	GL Number	Gross	Discount	Amount
	26099	001-4020-6060.000	300.00	0.00	300.00
			Check Amount		300.00
37944	12/04/2014	6087 Printed	FIRST AMERICAN DATA TREE SERVICE RENDERED NOVEMBER	99.00 0.00	99.00
	Ref#	GL Number	Gross	Discount	Amount
	26136	001-4215-6080.000	99.00	0.00	99.00
			Check Amount		99.00
37945	12/04/2014	2139-2 Printed	HDL COREN & CONE PROPERTY TAX OCT - DEC	1,250.00 0.00	1,250.00
	Ref#	GL Number	Gross	Discount	Amount
	26110	001-4151-6720.000	1,250.00	0.00	1,250.00
			Check Amount		1,250.00

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
37946	12/04/2014	2139 Printed	HINDERLITER DELLAMAS & ASST SALES TAX 4TH QUATER	5,296.00 0.00	5,296.00

Ref#	GL Number	Gross	Discount	Amount
26119	001-4151-6720.000	5,296.00	0.00	5,296.00

Check Amount 5,296.00

37947	12/04/2014	2724 Printed	HOME DEPOT CREDIT SERVICES HARDWARE & SUPPLIES	581.12 0.00	581.12
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Ref#	GL Number	Gross	Discount	Amount
26135	001-4410-6140.000	157.89	0.00	157.89
26135	001-4410-6389.000	205.89	0.00	205.89
26135	201-4425-6150.000	17.89	0.00	17.89
26135	001-4020-6010.000	199.45	0.00	199.45

Check Amount 581.12

37948	12/04/2014	0042 Printed	HUNTINGTON PARK RUBBER STAMP NAME TAG - DIANE OLIVA	18.18 0.00	18.18
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Ref#	GL Number	Gross	Discount	Amount
26093	001-4001-6085.000	18.18	0.00	18.18

Check Amount 18.18

37949	12/04/2014	9723 Printed	IT SYSTEMHOUSE, INC. IT OUTSOURCING SERV NOVEMBER	3,200.00 0.00	3,200.00
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Ref#	GL Number	Gross	Discount	Amount
26107	001-4020-6720.000	3,200.00	0.00	3,200.00

Check Amount 3,200.00

37950	12/04/2014	2378 Printed	ITL, INC. FUEL	2,878.33 0.00	2,878.33
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Ref#	GL Number	Gross	Discount	Amount
26101	510-4230-6394.000	49.90	0.00	49.90
26101	001-4530-6040.000	293.32	0.00	293.32
26101	201-4425-6040.000	230.13	0.00	230.13
26101	001-4410-6040.000	200.31	0.00	200.31
26102	001-4530-6040.000	183.60	0.00	183.60
26102	201-4425-6040.000	151.58	0.00	151.58
26102	001-4410-6040.000	390.64	0.00	390.64
26103	510-4230-6394.000	45.76	0.00	45.76
26103	001-4530-6040.000	227.41	0.00	227.41
26103	201-4425-6040.000	106.62	0.00	106.62
26104	001-4530-6040.000	182.85	0.00	182.85
26104	201-4425-6040.000	96.16	0.00	96.16
26104	001-4410-6040.000	174.23	0.00	174.23
26105	001-4530-6040.000	206.12	0.00	206.12
26105	201-4425-6040.000	90.00	0.00	90.00
26105	001-4410-6040.000	249.70	0.00	249.70

Check Amount 2,878.33

37951	12/04/2014	4553 Printed	J. V. PRINTING 4000 FLYERS YOUTH BASKETBALL	272.50 0.00	272.50
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Ref#	GL Number	Gross	Discount	Amount
26139	001-4350-6080.000	272.50	0.00	272.50

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																				
			Check Amount	272.50																					
37952	12/04/2014	9668 Printed	KONICA MINOLTA BUSINESS KONICA MINOLTA COPIER LEASE	236.38 0.00	236.38																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26120</td> <td>001-4020-6014.000</td> <td style="text-align: right;">236.38</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">236.38</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26120	001-4020-6014.000	236.38	0.00	236.38										
Ref#	GL Number	Gross	Discount	Amount																					
26120	001-4020-6014.000	236.38	0.00	236.38																					
			Check Amount	236.38																					
37953	12/04/2014	4304 Printed	MARTIN & CHAPMAN CO. CONSULTANT FEE - 12 MONTH	440.00 0.00	440.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26083</td> <td>001-4008-6740.000</td> <td style="text-align: right;">440.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">440.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26083	001-4008-6740.000	440.00	0.00	440.00										
Ref#	GL Number	Gross	Discount	Amount																					
26083	001-4008-6740.000	440.00	0.00	440.00																					
			Check Amount	440.00																					
37954	12/04/2014	1338-1 Printed	METROPOLITAN TRANSPORTATION TAP OCTOBER 2014	5,266.00 0.00	5,266.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26090</td> <td>251-4760-6550.000</td> <td style="text-align: right;">5,266.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">5,266.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26090	251-4760-6550.000	5,266.00	0.00	5,266.00										
Ref#	GL Number	Gross	Discount	Amount																					
26090	251-4760-6550.000	5,266.00	0.00	5,266.00																					
			Check Amount	5,266.00																					
37955	12/04/2014	10081 Printed	NEOFUNDS BY NEOPOST POSTAGE AND INK CARTRIDGE	576.57 0.00	576.57																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26106</td> <td>001-4020-6385.000</td> <td style="text-align: right;">576.57</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">576.57</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26106	001-4020-6385.000	576.57	0.00	576.57										
Ref#	GL Number	Gross	Discount	Amount																					
26106	001-4020-6385.000	576.57	0.00	576.57																					
			Check Amount	576.57																					
37956	12/04/2014	1978 Printed	OFFICE DEPOT BUSINESS OFFICE SUPPLIES	79.60 0.00	79.60																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26092</td> <td>001-4020-6014.000</td> <td style="text-align: right;">58.90</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">58.90</td> </tr> <tr> <td>26098</td> <td>001-4020-6080.000</td> <td style="text-align: right;">20.70</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">20.70</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26092	001-4020-6014.000	58.90	0.00	58.90	26098	001-4020-6080.000	20.70	0.00	20.70					
Ref#	GL Number	Gross	Discount	Amount																					
26092	001-4020-6014.000	58.90	0.00	58.90																					
26098	001-4020-6080.000	20.70	0.00	20.70																					
			Check Amount	79.60																					
37957	12/04/2014	9717 Printed	PCAM, LLC SHUTTLE SERVICE OCTOBER 2014	44,459.82 0.00	44,459.82																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26121</td> <td>251-4740-6780.000</td> <td style="text-align: right;">14,556.24</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">14,556.24</td> </tr> <tr> <td>26122</td> <td>251-4740-6780.000</td> <td style="text-align: right;">14,661.72</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">14,661.72</td> </tr> <tr> <td>26123</td> <td>251-4740-6780.000</td> <td style="text-align: right;">15,241.86</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">15,241.86</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26121	251-4740-6780.000	14,556.24	0.00	14,556.24	26122	251-4740-6780.000	14,661.72	0.00	14,661.72	26123	251-4740-6780.000	15,241.86	0.00	15,241.86
Ref#	GL Number	Gross	Discount	Amount																					
26121	251-4740-6780.000	14,556.24	0.00	14,556.24																					
26122	251-4740-6780.000	14,661.72	0.00	14,661.72																					
26123	251-4740-6780.000	15,241.86	0.00	15,241.86																					
			Check Amount	44,459.82																					
37958	12/04/2014	9451 Printed	ROLF POPROWSKI, EA AUDIT REPRESENTATION	2,475.00 0.00	2,475.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26109</td> <td>001-4151-6710.000</td> <td style="text-align: right;">2,475.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">2,475.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26109	001-4151-6710.000	2,475.00	0.00	2,475.00										
Ref#	GL Number	Gross	Discount	Amount																					
26109	001-4151-6710.000	2,475.00	0.00	2,475.00																					
			Check Amount	2,475.00																					
37959	12/04/2014	10132 Printed	RYAN'S EXPRESS COMMUNITY EXCURSION AUG 23	1,165.50 0.00	1,165.50																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26138</td> <td>001-4350-6510.000</td> <td style="text-align: right;">1,165.50</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">1,165.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26138	001-4350-6510.000	1,165.50	0.00	1,165.50										
Ref#	GL Number	Gross	Discount	Amount																					
26138	001-4350-6510.000	1,165.50	0.00	1,165.50																					
			Check Amount	1,165.50																					

Check Register Report

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																				
				Check Amount	1,165.50																				
37960	12/04/2014	0070 Printed	SOUTHERN CALIFORNIA EDISON EDISON UTILITIES	10,628.39 0.00	10,628.39																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26118</td> <td>201-4420-6318.000</td> <td style="text-align: right;">1,314.89</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">1,314.89</td> </tr> <tr> <td>26118</td> <td>001-4020-6318.000</td> <td style="text-align: right;">9,313.50</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">9,313.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26118	201-4420-6318.000	1,314.89	0.00	1,314.89	26118	001-4020-6318.000	9,313.50	0.00	9,313.50					
Ref#	GL Number	Gross	Discount	Amount																					
26118	201-4420-6318.000	1,314.89	0.00	1,314.89																					
26118	001-4020-6318.000	9,313.50	0.00	9,313.50																					
				Check Amount	10,628.39																				
37961	12/04/2014	5453 Printed	SWRCB ACCOUNTING OFFICE ANNUAL PERMIT FEES FY 14/15	10,828.00 0.00	10,828.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26094</td> <td>001-4216-6745.000</td> <td style="text-align: right;">8,740.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">8,740.00</td> </tr> <tr> <td>26095</td> <td>001-4216-6745.000</td> <td style="text-align: right;">2,088.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">2,088.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26094	001-4216-6745.000	8,740.00	0.00	8,740.00	26095	001-4216-6745.000	2,088.00	0.00	2,088.00					
Ref#	GL Number	Gross	Discount	Amount																					
26094	001-4216-6745.000	8,740.00	0.00	8,740.00																					
26095	001-4216-6745.000	2,088.00	0.00	2,088.00																					
				Check Amount	10,828.00																				
37962	12/04/2014	0071 Printed	THE GAS COMPANY NATURAL GAS -7810 OTIS AVE	182.94 0.00	182.94																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26114</td> <td>001-4020-6380.000</td> <td style="text-align: right;">35.55</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">35.55</td> </tr> <tr> <td>26115</td> <td>001-4020-6380.000</td> <td style="text-align: right;">60.26</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">60.26</td> </tr> <tr> <td>26116</td> <td>001-4020-6380.000</td> <td style="text-align: right;">87.13</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">87.13</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26114	001-4020-6380.000	35.55	0.00	35.55	26115	001-4020-6380.000	60.26	0.00	60.26	26116	001-4020-6380.000	87.13	0.00	87.13
Ref#	GL Number	Gross	Discount	Amount																					
26114	001-4020-6380.000	35.55	0.00	35.55																					
26115	001-4020-6380.000	60.26	0.00	60.26																					
26116	001-4020-6380.000	87.13	0.00	87.13																					
				Check Amount	182.94																				
37963	12/04/2014	8066 Printed	TYLER TECHNOLOGIES SOFTWARE ANNUAL MAINT CONTRACT	6,102.74 0.00	6,102.74																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26089</td> <td>001-4151-6720.000</td> <td style="text-align: right;">6,102.74</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">6,102.74</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26089	001-4151-6720.000	6,102.74	0.00	6,102.74										
Ref#	GL Number	Gross	Discount	Amount																					
26089	001-4151-6720.000	6,102.74	0.00	6,102.74																					
				Check Amount	6,102.74																				
37964	12/04/2014	0136 Printed	CITY OF SOUTH GATE ECM SETTLEMENT AGREEMENT	50,000.00 0.00	50,000.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26140</td> <td>001-4800-6988.000</td> <td style="text-align: right;">50,000.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">50,000.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26140	001-4800-6988.000	50,000.00	0.00	50,000.00										
Ref#	GL Number	Gross	Discount	Amount																					
26140	001-4800-6988.000	50,000.00	0.00	50,000.00																					
				Check Amount	50,000.00																				
37965	12/04/2014	10162 Printed	DE SANTIAGO SUSANA REISSUED CHECKS FOR	813.00 0.00	813.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26142</td> <td>001-4215-6715.000</td> <td style="text-align: right;">813.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">813.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26142	001-4215-6715.000	813.00	0.00	813.00										
Ref#	GL Number	Gross	Discount	Amount																					
26142	001-4215-6715.000	813.00	0.00	813.00																					
				Check Amount	813.00																				
37966	12/04/2014	10163 Printed	VICKI ROBERTS ATTORNEY ECM SETTLEMENT AGREEMENT	50,000.00 0.00	50,000.00																				
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Ref#	GL Number	Gross	Discount	Amount																					
26141	001-4800-6988.000	50,000.00	0.00	50,000.00																					
				Check Amount	50,000.00																				
37967	12/09/2014	1778 Printed	ALL CITY MANAGEMENT CROSSING GUARD NOV 9 - 22	5,855.50 0.00	5,855.50																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount															
Ref#	GL Number	Gross	Discount	Amount																					

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Date: 01/08/2015

Time: 3:46 pm

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	26155	001-4520-6730.000	1,873.76	0.00	1,873.76
	26156	001-4520-6730.000	2,041.06	0.00	2,041.06
	26157	001-4520-6730.000	1,940.68	0.00	1,940.68
	Check Amount				5,855.50
37968	12/09/2014	0057-1 Printed	AT & T INTERNET SERVICES U-VERSE INTERNET NOV 8 - DEC 7	80.00 0.00	80.00
	Ref#	GL Number	Gross	Discount	Amount
	26147	001-4020-6396.000	35.00	0.00	35.00
	26148	001-4020-6396.000	45.00	0.00	45.00
	Check Amount				80.00
37969	12/09/2014	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE	126.45 0.00	126.45
	Ref#	GL Number	Gross	Discount	Amount
	26146	001-4020-6390.000	126.45	0.00	126.45
	Check Amount				126.45
37970	12/09/2014	5189 Printed	COMMUNITY DEVELOPMENT COMM INCOME PROGRAM - VASQUEZ	26,000.00 0.00	26,000.00
	Ref#	GL Number	Gross	Discount	Amount
	26144	001-0000-4550.000	26,000.00	0.00	26,000.00
	Check Amount				26,000.00
37971	12/09/2014	0126-1 Printed	GOLDEN STATE WATER COMPANY WATER SERVICE OCT 22 - NOV 24	1,698.50 0.00	1,698.50
	Ref#	GL Number	Gross	Discount	Amount
	26145	201-4425-6395.000	1,698.50	0.00	1,698.50
	Check Amount				1,698.50
37972	12/09/2014	10150 Printed	HIRSCH & ASSOCIATES, INC. CLARA PARK EXPANSION - DESIGN	15,250.00 0.00	15,250.00
	Ref#	GL Number	Gross	Discount	Amount
	26154	280-7008-6720.000	15,250.00	0.00	15,250.00
	Check Amount				15,250.00
37973	12/09/2014	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT CONSULTING SERV NOV 24 - DEC 4	6,859.00 0.00	6,859.00
	Ref#	GL Number	Gross	Discount	Amount
	26143	610-4930-6720.000	6,519.00	0.00	6,519.00
	26143	610-4930-6391.000	340.00	0.00	340.00
	Check Amount				6,859.00
37974	12/09/2014	1978 Printed	OFFICE DEPOT BUSINESS OFFICE SUPPLIES	171.11 0.00	171.11
	Ref#	GL Number	Gross	Discount	Amount
	26150	001-4020-6080.000	47.65	0.00	47.65
	26151	001-4020-6080.000	21.22	0.00	21.22
	26152	001-4008-6740.000	26.32	0.00	26.32
	26152	001-4020-6014.000	65.38	0.00	65.38
	26152	001-4020-6080.000	10.54	0.00	10.54

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City of Cudahy BANK: WELLS FARGO BANK Date: 01/08/2015
Time: 3:46 pm
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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																														
			Check Amount	171.11																															
37975	12/09/2014	5571 Printed	PARAGON PARTNERS RELOCATION SERVICE CLARA PARK	1,750.02 0.00	1,750.02																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26153</td> <td>280-7008-6720.000</td> <td style="text-align: right;">1,750.02</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">1,750.02</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26153	280-7008-6720.000	1,750.02	0.00	1,750.02																				
Ref#	GL Number	Gross	Discount	Amount																															
26153	280-7008-6720.000	1,750.02	0.00	1,750.02																															
			Check Amount	1,750.02																															
37976	12/09/2014	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILL	528.66 0.00	528.66																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26149</td> <td>201-4420-6318.000</td> <td style="text-align: right;">117.26</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">117.26</td> </tr> <tr> <td>26149</td> <td>350-4430-6318.000</td> <td style="text-align: right;">89.29</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">89.29</td> </tr> <tr> <td>26149</td> <td>001-4020-6318.000</td> <td style="text-align: right;">322.11</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">322.11</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26149	201-4420-6318.000	117.26	0.00	117.26	26149	350-4430-6318.000	89.29	0.00	89.29	26149	001-4020-6318.000	322.11	0.00	322.11										
Ref#	GL Number	Gross	Discount	Amount																															
26149	201-4420-6318.000	117.26	0.00	117.26																															
26149	350-4430-6318.000	89.29	0.00	89.29																															
26149	001-4020-6318.000	322.11	0.00	322.11																															
			Check Amount	528.66																															
37977	12/16/2014	0001 Printed	AAA BURGLAR ALARM CO, QUARTERLY ALARM MONITOR	1,471.00 0.00	1,471.00																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26164</td> <td>001-4020-6720.000</td> <td style="text-align: right;">1,471.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">1,471.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26164	001-4020-6720.000	1,471.00	0.00	1,471.00																				
Ref#	GL Number	Gross	Discount	Amount																															
26164	001-4020-6720.000	1,471.00	0.00	1,471.00																															
			Check Amount	1,471.00																															
37978	12/16/2014	9603 Printed	ALLY 2010 GMC SIERRA TRUCK	482.90 0.00	482.90																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26170</td> <td>257-4780-6393.000</td> <td style="text-align: right;">482.90</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">482.90</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26170	257-4780-6393.000	482.90	0.00	482.90																				
Ref#	GL Number	Gross	Discount	Amount																															
26170	257-4780-6393.000	482.90	0.00	482.90																															
			Check Amount	482.90																															
37979	12/16/2014	7995 Printed	AMERICAN CITY PEST CONTROL PEST CONTROL MAY 2014	484.00 0.00	484.00																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26174</td> <td>001-4020-6720.000</td> <td style="text-align: right;">101.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">101.00</td> </tr> <tr> <td>26175</td> <td>001-4020-6720.000</td> <td style="text-align: right;">101.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">101.00</td> </tr> <tr> <td>26176</td> <td>001-4020-6720.000</td> <td style="text-align: right;">117.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">117.00</td> </tr> <tr> <td>26177</td> <td>001-4020-6720.000</td> <td style="text-align: right;">101.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">101.00</td> </tr> <tr> <td>26178</td> <td>001-4020-6720.000</td> <td style="text-align: right;">64.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">64.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26174	001-4020-6720.000	101.00	0.00	101.00	26175	001-4020-6720.000	101.00	0.00	101.00	26176	001-4020-6720.000	117.00	0.00	117.00	26177	001-4020-6720.000	101.00	0.00	101.00	26178	001-4020-6720.000	64.00	0.00	64.00
Ref#	GL Number	Gross	Discount	Amount																															
26174	001-4020-6720.000	101.00	0.00	101.00																															
26175	001-4020-6720.000	101.00	0.00	101.00																															
26176	001-4020-6720.000	117.00	0.00	117.00																															
26177	001-4020-6720.000	101.00	0.00	101.00																															
26178	001-4020-6720.000	64.00	0.00	64.00																															
			Check Amount	484.00																															
37980	12/16/2014	10133 Printed	AVANT-GARDE, INC. LABOR COMPLIANCE CONSULTANT	560.00 0.00	560.00																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26159</td> <td>510-7053-6725.000</td> <td style="text-align: right;">560.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">560.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26159	510-7053-6725.000	560.00	0.00	560.00																				
Ref#	GL Number	Gross	Discount	Amount																															
26159	510-7053-6725.000	560.00	0.00	560.00																															
			Check Amount	560.00																															
37981	12/16/2014	9952 Printed	BALANDRAN JESSICA AFLAC PREMIUM REIMBURSEMENT	337.08 0.00	337.08																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26158</td> <td>960-0000-2115.000</td> <td style="text-align: right;">337.08</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">337.08</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26158	960-0000-2115.000	337.08	0.00	337.08																				
Ref#	GL Number	Gross	Discount	Amount																															
26158	960-0000-2115.000	337.08	0.00	337.08																															
			Check Amount	337.08																															

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
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				Check Amount	4,992.75
Ref#	GL Number	Gross	Discount	Amount	
26187	001-4020-6080.000	164.28	0.00	164.28	
26187	001-4020-6396.000	375.00	0.00	375.00	
26187	510-4642-6145.000	2,135.56	0.00	2,135.56	
26187	001-4001-6391.000	477.48	0.00	477.48	
26187	001-4018-6390.000	555.00	0.00	555.00	
26187	001-4020-6720.000	218.90	0.00	218.90	
26187	001-4020-6515.000	125.93	0.00	125.93	
26187	001-4020-6010.000	315.60	0.00	315.60	
26187	001-4011-6392.000	625.00	0.00	625.00	
37983	12/16/2014	0136 Printed	CITY OF SOUTH GATE SIGNAL MAINTENANCE - DECEMBER	75.00 0.00	75.00
				Check Amount	75.00
Ref#	GL Number	Gross	Discount	Amount	
26179	201-4420-6771.000	75.00	0.00	75.00	
37984	12/16/2014	2289 Printed	CONSOLIDATED DISPOSAL REFUSE ASSESSMENT NOVEMBER	4,482.53 0.00	4,482.53
				Check Amount	4,482.53
Ref#	GL Number	Gross	Discount	Amount	
26183	730-0000-2007.000	4,482.53	0.00	4,482.53	
37985	12/16/2014	2167 Printed	DAILY BREEZE PRESS TELEGRAM CLASSIFIED ADVERTISING DEC 1	295.77 0.00	295.77
				Check Amount	295.77
Ref#	GL Number	Gross	Discount	Amount	
26166	001-4008-6310.000	295.77	0.00	295.77	
37986	12/16/2014	5139-1 Printed	GAONA CHUCK UMPIRE NOVEMBER 2014	520.00 0.00	520.00
				Check Amount	520.00
Ref#	GL Number	Gross	Discount	Amount	
26184	001-4350-6230.000	520.00	0.00	520.00	
37987	12/16/2014	10053 Printed	HAULAWAY STORAGE CONTAINERS 21FT STORAGE CONTAINER NOVEMBE	79.50 0.00	79.50
				Check Amount	79.50
Ref#	GL Number	Gross	Discount	Amount	
26162	001-4020-6970.000	79.50	0.00	79.50	
37988	12/16/2014	2378 Printed	ITL, INC. FUEL	291.67 0.00	291.67
				Check Amount	291.67
Ref#	GL Number	Gross	Discount	Amount	
26165	201-4425-6040.000	97.45	0.00	97.45	
26165	001-4530-6040.000	194.22	0.00	194.22	

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																			
37989	12/16/2014	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT LAW ENFORCEMENT OCTOBER 2014	288,890.68 0.00	288,890.68																																			
				Check Amount	288,890.68																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26169</td> <td>001-4501-6763.000</td> <td style="text-align: right;">288,890.68</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">288,890.68</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26169	001-4501-6763.000	288,890.68	0.00	288,890.68																									
Ref#	GL Number	Gross	Discount	Amount																																				
26169	001-4501-6763.000	288,890.68	0.00	288,890.68																																				
37990	12/16/2014	1206-3 Printed	LOS ANGELES COUNTY FIRE DEPT. HAZARDOUS WASTE GENRATOR PROG	953.00 0.00	953.00																																			
				Check Amount	953.00																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26173</td> <td>001-4212-6752.000</td> <td style="text-align: right;">953.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">953.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26173	001-4212-6752.000	953.00	0.00	953.00																									
Ref#	GL Number	Gross	Discount	Amount																																				
26173	001-4212-6752.000	953.00	0.00	953.00																																				
37991	12/16/2014	9974 Printed	MEGATOYS TOYS -HOLIDAY EVENT DEC 21 '14	4,865.41 0.00	4,865.41																																			
				Check Amount	4,865.41																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26168</td> <td>001-4350-6585.000</td> <td style="text-align: right;">4,865.41</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">4,865.41</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26168	001-4350-6585.000	4,865.41	0.00	4,865.41																									
Ref#	GL Number	Gross	Discount	Amount																																				
26168	001-4350-6585.000	4,865.41	0.00	4,865.41																																				
37992	12/16/2014	7014 Printed	NATIONWIDE ENVIRONMENTAL STREET & PARK SWEEPING DECEMBE	9,117.85 0.00	9,117.85																																			
				Check Amount	9,117.85																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26161</td> <td>201-4425-6778.000</td> <td style="text-align: right;">9,117.85</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">9,117.85</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26161	201-4425-6778.000	9,117.85	0.00	9,117.85																									
Ref#	GL Number	Gross	Discount	Amount																																				
26161	201-4425-6778.000	9,117.85	0.00	9,117.85																																				
37993	12/16/2014	8247 Printed	NETWORK INNOVATION ASSOCIATES SATELLITE NETWORK JANUARY2015	278.00 0.00	278.00																																			
				Check Amount	278.00																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26163</td> <td>001-4020-6742.000</td> <td style="text-align: right;">278.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">278.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26163	001-4020-6742.000	278.00	0.00	278.00																									
Ref#	GL Number	Gross	Discount	Amount																																				
26163	001-4020-6742.000	278.00	0.00	278.00																																				
37994	12/16/2014	9717 Printed	PCAM, LLC SHUTTLE SERVICE NOVEMBER 2014	13,976.10 0.00	13,976.10																																			
				Check Amount	13,976.10																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26188</td> <td>251-4740-6780.000</td> <td style="text-align: right;">13,976.10</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">13,976.10</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26188	251-4740-6780.000	13,976.10	0.00	13,976.10																									
Ref#	GL Number	Gross	Discount	Amount																																				
26188	251-4740-6780.000	13,976.10	0.00	13,976.10																																				
37995	12/16/2014	0095 Printed	PETTY CASH PETTY CASH REIMBURSEMENT	213.10 0.00	213.10																																			
				Check Amount	213.10																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26160</td> <td>201-4425-6150.000</td> <td style="text-align: right;">19.59</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">19.59</td> </tr> <tr> <td>26160</td> <td>201-4425-6150.000</td> <td style="text-align: right;">7.63</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">7.63</td> </tr> <tr> <td>26160</td> <td>001-4410-6140.000</td> <td style="text-align: right;">10.89</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">10.89</td> </tr> <tr> <td>26160</td> <td>001-4410-6140.000</td> <td style="text-align: right;">31.03</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">31.03</td> </tr> <tr> <td>26160</td> <td>001-4350-6585.000</td> <td style="text-align: right;">138.96</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">138.96</td> </tr> <tr> <td>26160</td> <td>001-4151-6391.000</td> <td style="text-align: right;">5.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">5.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26160	201-4425-6150.000	19.59	0.00	19.59	26160	201-4425-6150.000	7.63	0.00	7.63	26160	001-4410-6140.000	10.89	0.00	10.89	26160	001-4410-6140.000	31.03	0.00	31.03	26160	001-4350-6585.000	138.96	0.00	138.96	26160	001-4151-6391.000	5.00	0.00	5.00
Ref#	GL Number	Gross	Discount	Amount																																				
26160	201-4425-6150.000	19.59	0.00	19.59																																				
26160	201-4425-6150.000	7.63	0.00	7.63																																				
26160	001-4410-6140.000	10.89	0.00	10.89																																				
26160	001-4410-6140.000	31.03	0.00	31.03																																				
26160	001-4350-6585.000	138.96	0.00	138.96																																				
26160	001-4151-6391.000	5.00	0.00	5.00																																				
37996	12/16/2014	0069-2 Printed	SIEMENS INDUSTRY, INC. TRAFFIC SIGNAL MAINT -OCTOBER	3,115.85 0.00	3,115.85																																			
				Check Amount	3,115.85																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> </table>						Ref#	GL Number	Gross	Discount	Amount																														
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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
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	26181	201-4420-6771.000		674.61	
	26182	201-4420-6771.000		1,657.99	
			Check Amount		3,115.85
37997	12/16/2014	10164 Printed	SILVA GREGORY J AFLAC PREMIUM REIMBURSEMENT	86.70 0.00	86.70
	Ref#	GL Number	Gross	Discount	Amount
	26189	960-0000-2115.000	86.70	0.00	86.70
			Check Amount		86.70
37998	12/16/2014	9971 Printed	THE CAVANAUGH LAW GROUP, APLC LEGAL FEES NOVEMBER 2014	1,618.50 0.00	1,618.50
	Ref#	GL Number	Gross	Discount	Amount
	26167	610-4930-6391.000	1,618.50	0.00	1,618.50
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37999	12/16/2014	4775 Printed	THE JARVIS COMPANY 2ND INSTALLATION HOLIDAY DECOR	2,105.00 0.00	2,105.00
	Ref#	GL Number	Gross	Discount	Amount
	26172	201-4425-6387.000	2,105.00	0.00	2,105.00
			Check Amount		2,105.00
38000	12/16/2014	2859 Printed	UNDERGROUND SERVICE ALERT-SC DIG ALERT TICKETS	27.00 0.00	27.00
	Ref#	GL Number	Gross	Discount	Amount
	26171	201-4425-6735.000	27.00	0.00	27.00
			Check Amount		27.00
38001	12/16/2014	9707 Printed	VELOZ ALBERTO UMPIRE NOVEMBER 2014	28.00 0.00	28.00
	Ref#	GL Number	Gross	Discount	Amount
	26185	001-4350-6230.000	28.00	0.00	28.00
			Check Amount		28.00
38002	12/16/2014	8316 Printed	VELOZ RAMIRO UMPIRE NOVEMBER 2014	126.00 0.00	126.00
	Ref#	GL Number	Gross	Discount	Amount
	26186	001-4350-6230.000	126.00	0.00	126.00
			Check Amount		126.00
38003	12/22/2014	1778 Printed	ALL CITY MANAGEMENT CROSSING GUARD NOV 23 - DEC 6	1,037.26 0.00	1,037.26
	Ref#	GL Number	Gross	Discount	Amount
	26191	001-4520-6730.000	1,037.26	0.00	1,037.26
			Check Amount		1,037.26
38004	12/22/2014	9738 Printed	ARENT FOX LLP LEGAL SERVICES OCTOBER 2014	358.00 0.00	358.00
	Ref#	GL Number	Gross	Discount	Amount
	26199	610-4930-6755.000	358.00	0.00	358.00

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																									
				Check Amount	358.00																									
38005	12/22/2014	0057-1 Printed	AT & T INTERNET SERVICES U-VERSE - CLARA PARK	98.00 0.00	98.00																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26210</td> <td>001-4020-6396.000</td> <td style="text-align: right;">54.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">54.00</td> </tr> <tr> <td>26211</td> <td>001-4020-6396.000</td> <td style="text-align: right;">44.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">44.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26210	001-4020-6396.000	54.00	0.00	54.00	26211	001-4020-6396.000	44.00	0.00	44.00										
Ref#	GL Number	Gross	Discount	Amount																										
26210	001-4020-6396.000	54.00	0.00	54.00																										
26211	001-4020-6396.000	44.00	0.00	44.00																										
				Check Amount	98.00																									
38006	12/22/2014	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERVICE	101.66 0.00	101.66																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26206</td> <td>001-4020-6390.000</td> <td style="text-align: right;">101.66</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">101.66</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26206	001-4020-6390.000	101.66	0.00	101.66															
Ref#	GL Number	Gross	Discount	Amount																										
26206	001-4020-6390.000	101.66	0.00	101.66																										
				Check Amount	101.66																									
38007	12/22/2014	8021 Printed	AT & T MOBILITY CELLULAR SERVICE NOV 7 - DEC 6	566.12 0.00	566.12																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26220</td> <td>001-4020-6390.000</td> <td style="text-align: right;">375.84</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">375.84</td> </tr> <tr> <td>26220</td> <td>201-4425-6390.000</td> <td style="text-align: right;">71.32</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">71.32</td> </tr> <tr> <td>26220</td> <td>510-4230-6390.000</td> <td style="text-align: right;">46.66</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">46.66</td> </tr> <tr> <td>26220</td> <td>001-4011-6390.000</td> <td style="text-align: right;">72.30</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">72.30</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26220	001-4020-6390.000	375.84	0.00	375.84	26220	201-4425-6390.000	71.32	0.00	71.32	26220	510-4230-6390.000	46.66	0.00	46.66	26220	001-4011-6390.000	72.30	0.00	72.30
Ref#	GL Number	Gross	Discount	Amount																										
26220	001-4020-6390.000	375.84	0.00	375.84																										
26220	201-4425-6390.000	71.32	0.00	71.32																										
26220	510-4230-6390.000	46.66	0.00	46.66																										
26220	001-4011-6390.000	72.30	0.00	72.30																										
				Check Amount	566.12																									
38008	12/22/2014	0057-2 Printed	AT & T PHONE SERVICE LANDLINE PHONE OCT 25 - NOV 27	2,295.53 0.00	2,295.53																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26213</td> <td>001-4020-6390.000</td> <td style="text-align: right;">2,295.53</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">2,295.53</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26213	001-4020-6390.000	2,295.53	0.00	2,295.53															
Ref#	GL Number	Gross	Discount	Amount																										
26213	001-4020-6390.000	2,295.53	0.00	2,295.53																										
				Check Amount	2,295.53																									
38009	12/22/2014	0552 Printed	BELL PLUMBING & HEATING SERVICED STOPPAGE @ LUGO PARK	250.00 0.00	250.00																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26194</td> <td>001-4020-6010.000</td> <td style="text-align: right;">250.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">250.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26194	001-4020-6010.000	250.00	0.00	250.00															
Ref#	GL Number	Gross	Discount	Amount																										
26194	001-4020-6010.000	250.00	0.00	250.00																										
				Check Amount	250.00																									
38010	12/22/2014	4546 Printed	CENTRAL BASIN MUNICIPAL WATER RECYCLE WATER SERVICE OCTOBER	368.76 0.00	368.76																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26193</td> <td>001-4020-6395.000</td> <td style="text-align: right;">368.76</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">368.76</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26193	001-4020-6395.000	368.76	0.00	368.76															
Ref#	GL Number	Gross	Discount	Amount																										
26193	001-4020-6395.000	368.76	0.00	368.76																										
				Check Amount	368.76																									
38011	12/22/2014	0186 Printed	COUNTY OF LOS ANGELES ANIMAL CARE & CONTROL NOVEMBER	5,691.22 0.00	5,691.22																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26203</td> <td>001-4510-6703.000</td> <td style="text-align: right;">5,691.22</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">5,691.22</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26203	001-4510-6703.000	5,691.22	0.00	5,691.22															
Ref#	GL Number	Gross	Discount	Amount																										
26203	001-4510-6703.000	5,691.22	0.00	5,691.22																										
				Check Amount	5,691.22																									
38012	12/22/2014	1206 Printed	COUNTY OF LOS ANGELES IND WAST INDUSTRIAL WASTE NOVEMBER	246.27 0.00	246.27																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount																				
Ref#	GL Number	Gross	Discount	Amount																										

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	26195	001-4216-6720.000	246.27	0.00	246.27
			246.27		
			246.27		
38013	12/22/2014	5538 Printed	CSMFO CSMFO CONFERENC FEB 17-20 2015	350.00 0.00	350.00
				350.00	
				350.00	
38014	12/22/2014	10005 Printed	DAPEER, ROSENBLIT & LITVAK PROFESSIONAL SERVICES NOVEMBER	1,665.88 0.00	1,665.88
				1,665.88	
				1,665.88	
38015	12/22/2014	10018 Printed	ESTRADA HILDA INTERPRETER DEC 3, 2014	3,777.20 0.00	3,777.20
				3,777.20	
				3,777.20	
38016	12/22/2014	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT CONSULTING SERV DEC 8 - DEC 20	6,800.00 0.00	6,800.00
				6,800.00	
				6,800.00	
38017	12/22/2014	8057 Printed	KONICA MINOLTA BUSINESS MONTHLY SERV DIGITAL	176.57 0.00	176.57
				176.57	
				176.57	
38018	12/22/2014	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT LAW ENFORCEMENT OCT 1 -OCT 8	2,755.96 0.00	2,755.96
				2,755.96	
				2,755.96	
38019	12/22/2014	9962 Printed	MUNI TEMPS STAFFING CITY CLERK SERV AUG 15- NOV 28	7,715.58 0.00	7,715.58
				7,715.58	
				7,715.58	

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																									
38020	12/22/2014	1978-1 Printed	OFFICE DEPOT CREDIT PLAN OFFICE SUPPLIES	247.58 0.00	247.58																									
				Check Amount	247.58																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26219</td> <td>001-4020-6080.000</td> <td style="text-align: right;">178.46</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">178.46</td> </tr> <tr> <td>26219</td> <td>001-4020-6515.000</td> <td style="text-align: right;">69.12</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">69.12</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26219	001-4020-6080.000	178.46	0.00	178.46	26219	001-4020-6515.000	69.12	0.00	69.12										
Ref#	GL Number	Gross	Discount	Amount																										
26219	001-4020-6080.000	178.46	0.00	178.46																										
26219	001-4020-6515.000	69.12	0.00	69.12																										
38021	12/22/2014	2802 Printed	SAM'S CLUB SNACKS FOR CITY EVENTS	210.85 0.00	210.85																									
				Check Amount	210.85																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26218</td> <td>001-4020-6080.000</td> <td style="text-align: right;">80.31</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">80.31</td> </tr> <tr> <td>26218</td> <td>001-4020-6080.000</td> <td style="text-align: right;">39.56</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">39.56</td> </tr> <tr> <td>26218</td> <td>001-4015-6392.000</td> <td style="text-align: right;">90.98</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">90.98</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26218	001-4020-6080.000	80.31	0.00	80.31	26218	001-4020-6080.000	39.56	0.00	39.56	26218	001-4015-6392.000	90.98	0.00	90.98					
Ref#	GL Number	Gross	Discount	Amount																										
26218	001-4020-6080.000	80.31	0.00	80.31																										
26218	001-4020-6080.000	39.56	0.00	39.56																										
26218	001-4015-6392.000	90.98	0.00	90.98																										
38022	12/22/2014	0172 Printed	SMART & FINAL FOOD SERVICE SCOOPERS & COFFEE CREAMERS	21.09 0.00	21.09																									
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Ref#	GL Number	Gross	Discount	Amount																										
26205	001-4020-6060.000	-36.03	0.00	-36.03																										
26205	001-4020-6080.000	11.40	0.00	11.40																										
26205	001-4020-6080.000	21.78	0.00	21.78																										
26205	001-4020-6515.000	23.94	0.00	23.94																										
38023	12/22/2014	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILLS	10,120.74 0.00	10,120.74																									
				Check Amount	10,120.74																									
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Ref#	GL Number	Gross	Discount	Amount																										
26212	201-4420-6318.000	238.58	0.00	238.58																										
26212	350-4430-6318.000	6,662.03	0.00	6,662.03																										
26212	001-4020-6318.000	3,220.13	0.00	3,220.13																										
38024	12/22/2014	0071 Printed	THE GAS COMPANY NATURAL GAS - 5220 SANTA ANA	212.84 0.00	212.84																									
				Check Amount	212.84																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26207</td> <td>001-4020-6380.000</td> <td style="text-align: right;">111.28</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">111.28</td> </tr> <tr> <td>26208</td> <td>001-4020-6380.000</td> <td style="text-align: right;">64.78</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">64.78</td> </tr> <tr> <td>26209</td> <td>001-4020-6380.000</td> <td style="text-align: right;">36.78</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">36.78</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26207	001-4020-6380.000	111.28	0.00	111.28	26208	001-4020-6380.000	64.78	0.00	64.78	26209	001-4020-6380.000	36.78	0.00	36.78					
Ref#	GL Number	Gross	Discount	Amount																										
26207	001-4020-6380.000	111.28	0.00	111.28																										
26208	001-4020-6380.000	64.78	0.00	64.78																										
26209	001-4020-6380.000	36.78	0.00	36.78																										
38025	12/22/2014	9991 Printed	TRANSTECH PLAN CHECK SERVICES OCTOBER	2,577.69 0.00	2,577.69																									
				Check Amount	2,577.69																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26215</td> <td>001-4216-6720.000</td> <td style="text-align: right;">2,577.69</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">2,577.69</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26215	001-4216-6720.000	2,577.69	0.00	2,577.69															
Ref#	GL Number	Gross	Discount	Amount																										
26215	001-4216-6720.000	2,577.69	0.00	2,577.69																										
38026	12/22/2014	5631 Printed	WELLS LOCK & KEY LOCK & KEY SERVICE FOR CITY	328.00 0.00	328.00																									
				Check Amount	328.00																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>26216</td> <td>001-4020-6370.000</td> <td style="text-align: right;">222.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">222.00</td> </tr> <tr> <td>26217</td> <td>001-4020-6370.000</td> <td style="text-align: right;">106.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">106.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26216	001-4020-6370.000	222.00	0.00	222.00	26217	001-4020-6370.000	106.00	0.00	106.00										
Ref#	GL Number	Gross	Discount	Amount																										
26216	001-4020-6370.000	222.00	0.00	222.00																										
26217	001-4020-6370.000	106.00	0.00	106.00																										

Check Register Report

Date: 01/08/2015

Time: 3:46 pm

Page: 15

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date	Vendor#	Vendor Name	Gross	Amount
	Void/Stop Date	Status	Check Description	Discount	

Check Amount 328.00

Total Checks: 103 Bank Total(excluding void checks): 670,854.26

Total Checks: 103 Grand Total(excluding void checks): 670,854.26

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

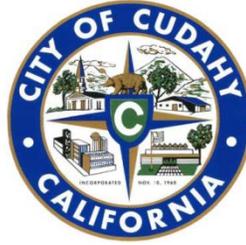
	December 11, 2014	December 25, 2014
Issued Warrants Number	18953 - 19016	19017 - 19075
Voided Warrants		
Issued Warrants Amounts	\$ 3,739.78	\$ 11,152.43
Direct Deposits (a)	65,764.32	53,552.60
CalPERS Direct Deposit (b)	28,464.89	
CalPERS Direct Deposit (c)	25,781.95	
Payroll taxes (d)	21,606.40	10,909.78
Total Amount	\$ 145,357.34	\$ 75,614.81
Note (a) - Employees / 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, 2014

	November, 2014	Receipts	Disbursements	December, 2014
001 General Fund	3,275,814.95	357,716.42	704,427.61	2,929,103.76
040 Drug Assets Seizure Fund	36,502.99		918.65	35,584.34
201 State Gas Tax	1,049,139.23	142,918.70	33,705.81	1,158,352.12
240 Prop 1 B - Local Street Improv.	464,761.42			464,761.42
251 Prop C	210,167.17	37,385.75	64,830.39	182,722.53
252 Prop A	619,031.19	42,235.39	4,647.39	656,619.19
253 Measure R	502,242.16	26,117.47	5,703.04	522,656.59
255 TDA	0.00			0.00
257 AQMD	25,863.84	7,540.66	482.90	32,921.60
260 Used Oil	13,568.01			13,568.01
261 California Beverage Container	6,716.24			6,716.24
265 Recycling Grant	14,208.49			14,208.49
270 C.O.P.S	138,559.39	19,229.81	1,837.31	155,951.89
280 County Park Bond	(82,686.34)	4,210.00	18,395.02	(96,871.36)
300 CAL Home	74,798.99			74,798.99
350 Street Lighting fund	27,700.05	30,407.48	7,624.57	50,482.96
510 CDBG	(5,694.57)	17,864.00	24,495.39	(12,325.96)
610 Successor Agency	206,203.95		20,954.18	185,249.77
710 Youth Foundation	48,849.10	35.00		48,884.10
720 Senior's Account	407.00			407.00
730 Refuse Assessment	4,482.53	164,921.88	4,482.53	164,921.88
	<u>6,630,635.79</u>	<u>850,582.56</u>	<u>892,504.79</u>	<u>6,588,713.56</u>
LAIF- CITY	5,613,546.35		300,000.00	5,313,546.35
Wells Fargo	1,017,089.50	850,582.56	592,504.79	1,275,167.27
TOTAL	<u>6,630,635.85</u>	<u>850,582.56</u>	<u>892,504.79</u>	<u>6,588,713.62</u>

Total cash disbursements per December Demand and Payroll Reports

AP disbursements	670,854.26
Payroll - December 11, 2014	145,357.34
Payroll - December 25, 2014	75,614.81
Add: Total Bank charges in December, 2014	678.38
Total Cash Disbursements per December Cash & Investment Report	<u>892,504.79</u>



Item Number 10B ii

STAFF REPORT

Date: February 17, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Local Agency Investment Fund (LAIF) for the Month of December 2014**

RECOMMENDATION:

It is recommended that the City Council approve the Local Agency Investment Fund (LAIF) Report for the month of December 2014.

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 are 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 Treasurer John Chiang's administration.

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 treasure legally applicable to the payment of the same."

LOCAL AGENCY INVESTMENT FUND

General Account - City #98-19-225

Beginning Balance as of:	December 01, 2014	\$5,613,546.35
Ending Balance as of	December 31, 2014	\$5,313,546.35 =====

The above report in conjunction with the Demands and Payroll for the Month of December 2014 including Investment Report by Fund for the Month of December 2014 demonstrate the sufficiency of fund available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

CONCLUSION

Once council approves the December 2014 LAIF then the LAIF ending balance may be relied upon when determining whether or not there is sufficient fund available to pay demand and payroll as required by Cudahy Municipal Code Section 3.04.080.

FINANCIAL IMPACT

None

ATTACHMENTS

None



Item Number 10B iii

STAFF REPORT

Date: February 17, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Consideration of to Approve Resolution No. 15-05, Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 15-16A**

RECOMMENDATION

The City Council is requested to:

1. Adopt the proposed Resolution No. 15-05 to approve the Successor Agency Loan Agreement No. 15-16A:1 (Attachment A); and
2. Authorize the City Manager to sign an emergency loan (Attachment B) for Urban Futures services for the preparation of a Long-Range Property Management Plan.

BACKGROUND

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the "Dissolution Law"), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.
2. On August 19, 2014, the Successor Agency signed a professional services agreement with Urban Futures, Inc. for the preparation of a Long Range Property Management Plan.

ANALYSIS

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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under ROPS 15–16A, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to Urban Futures, which shall become due and payable during the period of time covered by ROPS 15–16A, unless this emergency loan is approved.

CONCLUSION

Once this loan is approved by the City, the Successor Agency, and the Oversight Board and listed on ROPS 15–16A, the loan becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the California Department of Finance.

This loan must be enrolled upon the final form of ROPS 15–16A in order to be recovered by the City. If this loan is not fully approved and formalized, the City is exposed to a risk that the moneys described in the accompanying loan documents may not be repaid to the City.

FINANCIAL IMPACT

Funds shall be made available to the Successor Agency from the City's General Fund in the amount of \$20,000.

ATTACHMENTS

- A. City Council Resolution No. 15-05 approving Loan No. 15-16A:1
- B. Successor Agency Loan Agreement No. 15-16A:1

RESOLUTION NO. 15-05

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 (SUCCESSOR AGENCY LOAN AGREEMENT NO. 15-16A:1)

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, Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of Urban Futures, Inc. (“Urban Futures”) to assist with the preparation of a Long-Range Property Management Plan for the Successor Agency, as memorialized in that agreement between the Successor Agency and Urban Futures dated August 19, 2014 (the “Initial Agreement”); and

WHEREAS, Urban Futures requires additional funds to complete the preparation of the Long-Range Property Management Plan as contemplated in the Initial Agreement, and if such funds are made available through the approval of the Loan Agreement No. 15-16A:1 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, attached to this Resolution as **Exhibit “A,”** (the “Loan Agreement”) then a corresponding amendment to the Initial Agreement shall be made; and

WHEREAS, 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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under “Cudahy ROPS 15-16A,” as this term is described in the next paragraph, together with the cash and other immediately available funds

which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including Urban Futures, which shall become due and payable during the period of time covered by Cudahy ROPS 15–16A, unless the Loan Agreement is approved; and

WHEREAS, as used herein, the term “Cudahy ROPS 15–16A” means and refers to the draft document entitled “Cudahy ROPS 15–16A,” as shall be presented to the governing body of the Successor Agency and the City Council, at a joint public meeting of the Successor Agency and the City Council.

WHEREAS, the Loan Agreement shall be enrolled upon the final form of Cudahy ROPS 15–16A, 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; 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.

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. 15–16A:1 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. 15–16A:1 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.

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 17th day of February, 2015.

Chris Garcia
Mayor

ATTEST:

APPROVED AS TO FORM:

Victor Ferrer
Deputy City Clerk

Isabel Birrueta
Assistant City Attorney

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

I, Victor Ferrer, Acting Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No.15-05 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 17th day of February, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Victor Ferrer
Deputy City Clerk

EXHIBIT A – LOAN AGREEMENT NO. 15-16A:1

2015

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. 15-16A:1

(NOT TO EXCEED: \$20,000)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. 15-16A:1 (the "Loan Agreement") is dated as of _____, 2015 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 initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of Urban Futures, Inc. ("Urban Futures") to assist with the preparation of a Long-Range Property Management Plan for the Successor Agency, as memorialized in that agreement between the Successor Agency and Urban Futures dated August 19, 2014 (the "Initial Agreement").

5. Urban Futures requires additional funds to complete the preparation of the Long-Range Property Management Plan as contemplated in the Initial Agreement, and if such funds are made available through the approval of this Loan Agreement, a corresponding amendment to the Initial Agreement shall be made.
6. 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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under "Cudahy ROPS 15-16A," as this term is described in the next paragraph, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including Urban Futures, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved.
7. As used herein, the term "Cudahy ROPS 15-16A" means and refers to the draft document entitled "Cudahy ROPS 15-16A," as shall be presented to the governing body of the Successor Agency and the City Council, at a joint public meeting of the Successor Agency and the City Council. This Loan shall be enrolled upon the final form of Cudahy ROPS 15-16A, 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.
8. 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.
9. 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.

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 THOUSAND DOLLARS (\$20,000) to be used by the Successor Agency solely as set forth in Section 3. 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:

to complete the preparation of the Long-Range Property Management Plan as previously authorized under ROPS 14-15B, Line Item 25 (\$25,000) such that the new total amount of such recognized obligation shall not exceed \$45,000, subject to the approval and direction of the Oversight Board, including miscellaneous expenses associated with the response to inquiries by State DOF to the proposed Long-Range Property Management Plan.

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 15–16A (July 1, 2015 – December 31, 2015).** Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 15–16A 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 _____, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Cudahy and Successor Agency Loan Agreement No. 15-16A:1: Not-to-Exceed \$20,000 (ROPS 15-16A: July 1, 2015 – December 31, 2015)]

CITY:

City of Cudahy, a municipal corporation

By: _____
City Manager

ATTEST:

By: _____
Acting Deputy 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

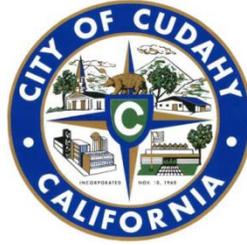
ATTEST:

By: _____
City Manager

By: _____
Acting Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



Item Number 10B iv

STAFF REPORT

Date: February 17, 2015

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

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

Subject: **Consideration to Approve Resolution No. 15-06, Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 15-16A for HR Dynamics and Management Consultants**

RECOMMENDATION

The City Council is requested to:

1. Adopt the proposed Resolution No. 15-06 to approve the Successor Agency Loan Agreement No. 15-16A:2 (Attachment A); and
2. Authorize the City Manager to sign an emergency loan (Attachment B) in the amount not to exceed \$227,000 for HR Dynamics and Performance Management (HR Dynamics) for management and oversight services regarding the formulation and finalization of a Long-Range Property Management Plan for the Successor Agency.

BACKGROUND

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the Dissolution Law), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.
2. On August 19, 2014, the Successor Agency signed a Professional Services Agreement with HR Dynamics.

3. On November 10, 2014, The Successor Agency amended the Agreement with HR Dynamics to add assisting with matters relating to the Successor Agency to the scope of work.

ANALYSIS

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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under ROPS 15–16A, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to HR Dynamics, which shall become due and payable during the period of time covered by ROPS 15–16A, unless this emergency loan is approved.

CONCLUSION

Once this loan is approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 15–16A, the loan becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the California Department of Finance.

This loan must be enrolled upon the final form of ROPS 15–16A in order to be recovered by the City. If this loan is not fully approved and formalized, the City is exposed to a risk that the moneys described in the accompanying loan documents may not be repaid to the City.

FINANCIAL IMPACT

Funds shall be made available to the Successor Agency City's General Fund in the amount of \$227,000.

ATTACHMENTS

- A. City Resolution No. 15-06 Approving Successor Agency Loan Agreement No. 15-16A:2
- B. Successor Agency Loan Agreement No. 15-16A:2

RESOLUTION NO. 15-06

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 (SUCCESSOR AGENCY LOAN AGREEMENT NO. 15-16A:2)

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 initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of a consultant to assist with the preparation of a Long Property Management Plan for the Successor Agency, and the retention of consultant, HR Dynamics and Performance Management (“HR Dynamics”) for management and oversight services regarding the formulation and finalization of such Long-Range Property Management Plan, which is memorialized in that agreement between the Successor Agency and HR Dynamics dated August 19, 2014 and amended November 10, 2014 (collectively, the “Master Agreement”); and

WHEREAS, HR Dynamics requires additional funds to provide management and oversight services during the formulation and finalization of the Long-Range Property Management Plan, as contemplated in the Master Agreement, and if such funds are made available through the approval of the Loan Agreement No. 15-16A:2 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, attached to this Resolution **Exhibit “A,”** (the “Loan Agreement”) then a corresponding amendment to the Master Agreement shall be made; and

WHEREAS, such additional funds required by HR Dynamics are extraordinary for the Successor Agency and do not constitute “administrative costs,” and Health and Safety Code Section 34171(b) exempts from the definition of “administrative costs”

specific redevelopment dissolution implementation activities such as HR Dynamics' activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law; and

WHEREAS, 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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under "Cudahy ROPS 15-16A," as this term is described in the next paragraph, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including Urban Futures, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless the Loan Agreement is approved; and

WHEREAS, as used herein, the term "Cudahy ROPS 15-16A" means and refers to the draft document entitled "Cudahy ROPS 15-16A," as shall be presented to the governing body of the Successor Agency and the City Council, at a joint public meeting of the Successor Agency and the City Council.

WHEREAS, the Loan Agreement shall be enrolled upon the final form of Cudahy ROPS 15-16A, 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; 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.

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. 15–16A:2 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. 15–16A:2 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.

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 17th day of February, 2015.

Chris Garcia
Mayor

ATTEST:

APPROVED AS TO FORM:

Victor Ferrer
Deputy City Clerk

Isabel Birrueta
Assistant City Attorney

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

I, Victor Ferrer, Acting Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No.15-06 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 17th day of February, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Victor Ferrer
Deputy City Clerk

EXHIBIT A – LOAN AGREEMENT NO. 15-16A:2

2015

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. 15-16A:2

(NOT TO EXCEED: \$227,000)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. 15-16A:2 (the "Loan Agreement") is dated as of _____, 2015 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 initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of a consultant to assist with the preparation of a Long Property Management Plan for the Successor Agency, and the retention of consultant, HR Dynamics and Performance Management ("HR Dynamics") for management and oversight services regarding the formulation and finalization of such Long-Range Property Management Plan, which is memorialized in that agreement between the

Successor Agency and HR Dynamics dated August 19, 2014 and amended November 10, 2014 (collectively, the “Master Agreement”).

5. HR Dynamics requires additional funds to provide management and oversight services during the formulation and finalization of the Long-Range Property Management Plan, as contemplated in the Master Agreement, and if such funds are made available through the approval of this Loan Agreement, a corresponding amendment to the Master Agreement shall be made.
6. Such additional funds required by HR Dynamics are extraordinary for the Successor Agency and do not constitute “administrative costs.” Health and Safety Code Section 34171(b) exempts from the definition of “administrative costs” specific redevelopment dissolution implementation activities such as HR Dynamics’ activities, which are essential to the Successor Agency’s implementation of and compliance with State Redevelopment Dissolution Law.
7. 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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under “Cudahy ROPS 15–16A,” as this term is described in the next paragraph, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15–16A, unless this Loan is approved.
8. As used herein, the term “Cudahy ROPS 15–16A” means and refers to the draft document entitled “Cudahy ROPS 15–16A,” as shall be presented to the governing body of the Successor Agency and the City Council, at a joint public meeting of the Successor Agency and the City Council. This Loan shall be enrolled upon the final form of Cudahy ROPS 15–16A, 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.
9. 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.

10. 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.

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 TWO HUNDRED TWENTY-SEVEN THOUSAND DOLLARS (\$227,000) to be used by the Successor Agency solely as set forth in Section 3. 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 management and oversight services facilitating the formulation and finalization of the Long-Range Property Management Plan, subject to the approval and direction of the Oversight Board, including miscellaneous expenses associated with the response to inquires by State DOF to the proposed Long-Range Property Management Plan.

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 15-16A (July 1, 2015 - December 31, 2015).** Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 15-16A 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 _____, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Cudahy and Successor Agency Loan Agreement No. 15-16A:2: Not-to-Exceed \$227,000 (ROPS 15-16A: July 1, 2015 – December 31, 2015)]

CITY:

City of Cudahy, a municipal corporation

By: _____
City Manager

ATTEST:

By: _____
Acting Deputy 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: _____
City Manager

By: _____
Acting Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



Item Number 10B v

STAFF REPORT

Date: February 17, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Consideration to Approve Resolution No. 15-07, Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 15-16A for Olivarez Madrug, LLP**

RECOMMENDATION

The City Council is requested to:

1. Adopt the proposed Resolution No. 15-07 to approve the Successor Agency Loan Agreement No. 15-16A:3 (Attachment A); and
2. Authorize the City Manager to sign an emergency loan (Attachment B) in the amount not to exceed \$105,000 for Olivarez Madrug, LLP (Olivarez Madrug) services to guide the preparation and finalization of a Long-Range Property Management Plan for the Successor Agency.

BACKGROUND

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the Dissolution Law), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.
2. On February 18, 2014, the Successor Agency amended a Professional Services Agreement with Olivarez Madrug to assist in matters relating to the Successor Agency.

3. On April 15, 2014, the Office of the State Controller issued a report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," which ordered the Cudahy Economic Corporation to return certain assets that it had received from the Former Cudahy Community Development Commission / Redevelopment Agency to the Successor Agency.
4. On October 21, 2014, The Successor Agency amended the Agreement with Olivarez Madruga to assist in matters relating to the Long-Range Asset Management Plan of the Successor Agency.

ANALYSIS

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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under ROPS 15-16A, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to Olivarez Madruga, which shall become due and payable during the period of time covered by ROPS 15-16A, unless this emergency loan is approved.

CONCLUSION

Once this loan is approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 15-16A, the loan becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the California Department of Finance.

This loan must be enrolled upon the final form of ROPS 15-16A in order to be recovered by the City. If this loan is not fully approved and formalized, the City is exposed to a risk that the moneys described in the accompanying loan documents may not be repaid to the City.

FINANCIAL IMPACT

Funds shall be made available to the Successor Agency from the City's General Fund in the amount of \$105,000.

ATTACHMENTS

- A. City Council Resolution No. 15-07 Approving Successor Agency Loan Agreement No. 15-16A:3
- B. Successor Agency Loan Agreement No. 15-16A:3

RESOLUTION NO. 15-07

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 (SUCCESSOR AGENCY LOAN AGREEMENT NO. 15-16A:3)

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 initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Olivarez Madruga, LLP (“Olivarez Madruga”), to guide the preparation and finalization of a Long-Range Property Management Plan for the Successor Agency in accordance with the direction set forth in that April 15, 2014 report entitled “Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012,” by the Office of the State Controller, (the “Transfer Report”), which is memorialized in that agreement between the City, Successor Agency, and Olivarez Madruga dated, July 5, 2011 and amended February 18, 2014 and October 21, 2014 (collectively, the “Master Agreement”); and

WHEREAS, Olivarez Madruga requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan, as contemplated in the Master Agreement, and if such funds are made available through the approval of the Loan Agreement No. 15-16A:3 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, attached to this Resolution as **Exhibit “A,”** (the “Loan Agreement”) then a corresponding amendment to the Master Agreement shall be made; and

WHEREAS, such additional funds required by Olivarez Madruga are extraordinary for the Successor Agency and do not constitute “administrative costs,” and Health and Safety Code Section 34171(b) exempts from the definition of “administrative costs” specific redevelopment dissolution implementation activities such as Olivarez Madruga’s activities, which are essential to the Successor Agency’s implementation of and compliance with State Redevelopment Dissolution Law; and

WHEREAS, 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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under “Cudahy ROPS 15–16A,” as this term is described in the next paragraph, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including Urban Futures, which shall become due and payable during the period of time covered by Cudahy ROPS 15–16A, unless the Loan Agreement is approved; and

WHEREAS, as used herein, the term “Cudahy ROPS 15–16A” means and refers to the draft document entitled “Cudahy ROPS 15–16A,” as shall be presented to the governing body of the Successor Agency and the City Council, at a joint public meeting of the Successor Agency and the City Council.

WHEREAS, the Loan Agreement shall be enrolled upon the final form of Cudahy ROPS 15–16A, 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; 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.

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. 15-16A:3 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. 15-16A:3 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.

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 17th day of February, 2015.

Chris Garcia
Mayor

ATTEST:

APPROVED AS TO FORM:

Victor Ferrer
Deputy City Clerk

Isabel Birrueta
Assistant City Attorney

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

I, Victor Ferrer, Acting Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No.15-07 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 17th day of February, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Victor Ferrer
Deputy City Clerk

EXHIBIT A – LOAN AGREEMENT NO. 15-16A:3

2015

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 15-16A:3

(NOT TO EXCEED: \$105,000)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. ROPS 15-16A:3 (the "Loan Agreement") is dated as of _____, 2015 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 initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Olivarez Madruga, LLP ("Olivarez Madruga"), to guide the preparation and finalization of a Long-Range Property Management Plan for the Successor Agency in accordance with the direction set forth in that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the Office of the State Controller, (the

“Transfer Report”), which is memorialized in that agreement between the City, Successor Agency, and Olivarez Madruga dated, July 5, 2011 and amended February 18, 2014 and October 21, 2014 (collectively, the “Master Agreement”).

5. Olivarez Madruga requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan, as contemplated in the Master Agreement, and if such funds are made available through the approval of this Loan Agreement, a corresponding amendment to the Master Agreement shall be made.
6. Such additional funds required by Olivarez Madruga are extraordinary for the Successor Agency and do not constitute “administrative costs.” Health and Safety Code Section 34171(b) exempts from the definition of “administrative costs” specific redevelopment dissolution implementation activities such as Olivarez Madruga’s activities, which are essential to the Successor Agency’s implementation of and compliance with State Redevelopment Dissolution Law.
7. 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 for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2015 and December 31, 2015 under “Cudahy ROPS 15–16A,” as this term is described in the next paragraph, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including Olivarez Madruga, which shall become due and payable during the period of time covered by Cudahy ROPS 15–16A, unless this Loan is approved.
8. As used herein, the term “Cudahy ROPS 15–16A” means and refers to the draft document entitled “Cudahy ROPS 15–16A,” as shall be presented to the governing body of the Successor Agency and the City Council, at a joint public meeting of the Successor Agency and the City Council. This Loan shall be enrolled upon the final form of Cudahy ROPS 15–16A, 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.
9. 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.

10. 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.

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 ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000) to be used by the Successor Agency solely as set forth in Section 3. 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 legal counsel services facilitating the formulation and finalization of the Long-Range Property Management Plan and related bond defeasance guidance, subject to the approval and direction of the Oversight Board, including miscellaneous expenses associated with the response to inquires by State DOF to the proposed Long-Range Property Management Plan.

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 15–16A (July 1, 2015 – December 31, 2015).** Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 15–16A 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 _____, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Cudahy and Successor Agency Loan Agreement No. ROPS 15-16A:3: Not-to-Exceed \$105,00 (ROPS 15-16A: July 1, 2015 – December 31, 2015)]

CITY:

City of Cudahy, a municipal corporation

By: _____
City Manager

ATTEST:

By: _____
Acting Deputy 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

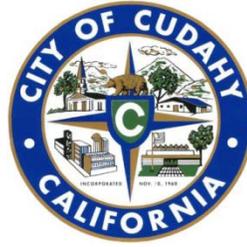
ATTEST:

By: _____
City Manager

By: _____
Acting Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



Item Number 10B vi

STAFF REPORT

Date: February 17, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Victor H. Ferrer, Deputy City Clerk
Subject: **A Request to Approve a License Agreement with Club de Oro to Provide Senior Citizen Activities and Events at the Senior Center**

RECOMMENDATION

The City Council is requested to approve a License Agreement with Club de Oro to provide Senior Citizen activities and events at the City's Senior Center located at 4835 Clara Street, Cudahy, CA 90201.

BACKGROUND

1. On January 12, 2015, representatives from Club de Oro (i.e., Patricia Guerrero and Rosa B. Olivares) presented to the Aging and Senior Citizen Commission a number of services that they provide through their non-profit organization.
2. On January 20, 2015, during a City Council meeting, Council gave staff direction to meet with Club de Oro to work on an agreement in an effort for Club de Oro to begin operating in the City as soon as possible.
3. On January 27, 2015, staff (i.e., City Manager and Deputy City Clerk) met with Councilwoman Oliva and representatives from Club de Oro in an effort to understand and clarify the services that were being proposed.
4. On February 5, 2015, staff met in a follow-up meeting with representatives from Club de Oro to review a draft Professional Services Agreement.
5. On February 11, 2015, staff received comments from the City Attorney, expressing that the services offered by Club de Oro applied best to a License Agreement (Attachment B).

ANALYSIS

Staff understands the existing need for Senior Citizen services and activities in the City. Staff also lacks the resources necessary to perform many activities and hold events at the Senior Center.

Club de Oro, a non-profit organization, offers many events and activities such as bingo, exercises, excursions and educational classes (Attachment A). Club de Oro has proposed to offer activities and events at no cost if the City was able to provide a designated facility for their use on Mondays and Wednesdays from 10:00 a.m. to 2:00 p.m.

Staff has reviewed and evaluated that the services Club de Oro can bring to the City will positively impact the Senior Center and the Senior Citizens of the community. Bringing Club de Oro on board with the City will address many of the concerns Senior Citizens have brought to the Council and Staff (i.e., bingo, trips, exercise, and special events).

In an effort to retain these services from Club de Oro, staff along with the City Attorney have worked on a License Agreement that will be effective for one year and give the City and Club de Oro an option to extend the agreement for an additional year.

CONCLUSION

If Council approves a License Agreement, Club de Oro can begin to provide many more services to the Senior Citizen community in late February. If the City denies the License Agreement, the Senior Center will continue to operate with the lack of resources and will continue to find solutions to operate the Center more efficiently.

FINANCIAL IMPACT

Staff does not anticipate a financial impact.

ATTACHMENTS

- A. Club de Oro - Proposal
- B. Proposed License Agreement between the City and Club de Oro



ABOUT

My name is Patricia Guerrero, as the creator and founder of “Club the Oro” my team and I would like to thank you once again for your time and consideration by allowing us to bring this presentation.

Upon the senior community request of this particular program and its free services, “Club de Oro” came to the conclusion of reaching out to the Cudahy City and its Council members to provide you all with the information that constitute our work, who we are and our vision.

WHO ARE WE?

- “Club de Oro” exclusively advocates for the senior community and their needs.
- “Club de Oro” strives to be a leader among non-profit organizations focused assisting senior citizens.
- “Club de Oro” has been providing wonderful services for the senior community since 2012.

OUR CORE VALUES:

- We believe that all services provided are well need it and they should be done in love, offering hope and compassion.
- We see each senior citizen as a person of worth and dignity and worth of assistance in their living transformation.
- We believe that promoting physical exercise can promote healing, personal growth in the senior’s citizen views and hope for a brighter future.
- We believe that promoting healthier habits will increment their participation in social activities and incite them to become active and consistently vote in each Cudahy’s city election.

WHAT DO WE DO?

We stand up for promoting a higher quality living among seniors through educational classes as:

- Nutrition
- Naam Yoga (Senior New Age Yoga & Spiritual Healing)
- Exercise (Zumba Gold Special for Seniors)
- Electronic Bingo & Games (Gift Based)
- Educational and Trips
- Personal growth & improvement classes

MEDIA AND PRESS ACCOMPLISHMENTS:

- “Epoca de Oro” (“Club de Oro” newspaper)
- “Club de Oro” Infomercials
- La Opinion Newspaper
- Periodico Hoy (Latino Newspaper)
- Univision 34
- Telemundo 52

Today, we are bringing testimony from senior citizens who have been attending and enjoying “Club de Oro” free services since it’s opening in 2012.

A GIFT FOR CUDAHY CITY:

- **“Club de Oro”** Would like to provide the City of Cudahy with a 10,000 copies of a monthly newspaper Full Free Color page advertising
- Free Weekly or Monthly Events
-

WHERE DO WE NEED COOPERATION AND SUPPORT?

We basically request the city of Cudahy to help and sponsor “Club de Oro” with:

- A permanent or stable location (Hall) to keep offering and promoting all these wonderful services for our senior citizens community.

CONTACT DATA:

Patricia Guerrero, Mary Grados and Violeta Olivares

Patguerrero3@hotmail.com (818) 554-6503

www.elclubdeoro.com



2015

LICENSE AGREEMENT

(Parties: City of Cudahy and Club de Oro)

(Property: Portions of 4835 Clara Street, Cudahy, California 90201)

THIS 2015 LICENSE AGREEMENT (“Agreement”) is made and entered into this 25th day of February 2015 (“Effective Date”) by and between the CITY OF CUDAHY, a municipal corporation (“CITY”) and Club de Oro (“CDO”). For purposes of this Agreement the capitalized term “Parties” shall be a collective reference to both CITY and CDO. The capitalized term “Party” may refer to either CITY or CDO interchangeably.

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY is the owner of certain real property located 4835 Clara Street, Cudahy, California 90201 (hereinafter, the “Property”); and

WHEREAS, the Property includes a multi-purpose space comprised of approximately 500-600 square feet (hereinafter, “Multi-Purpose Room” as noted in Exhibit A to this Agreement); and

WHEREAS, the term “Licensed Area” shall be a reference to the Multi-Purpose Room; and

WHEREAS, CDO wishes to use the Multi-Purpose Room for the administration of its senior-based activities, which include bingo, nutrition classes, Naam Yoga, exercise classes, trips and personal grow and improvement classes; and

WHEREAS, this Agreement is intended to confer upon CDO a license for the use of Licensed Area and to set forth the reciprocal duties and obligations of the Parties and the conditions and procedures for CDO’s use of the Multi-Purpose Room.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

SECTION 1. GRANT OF LICENSE AND TERMS OF USE

A. Grant of License to Use Licensed Area.

1. Grant of License. Subject to the terms and conditions set forth under this Agreement, CITY hereby grants to CDO a license to access the Property and use

Licensed Area for the purpose of conducting senior-based activities, which include bingo, nutrition classes, Naam Yoga, exercise classes, trips and personal grow and improvement classes at the location indicated in Exhibit A. The foregoing notwithstanding, the Parties acknowledge, understand and agree that the use of the Licensed Area authorized under this Agreement shall be subordinate to the CITY's use of the Licensed Area.

2. Term. This Agreement shall have an initial term of one (1) year commencing from the Effective Date ("Term"). The Agreement may extend, at the sole discretion of the CITY, for one additional one (1) year extension term subject to the same terms and conditions set forth herein. The foregoing notwithstanding, nothing in this subsection shall operate to prohibit or otherwise restrict CITY's right to terminate this Agreement as provided herein.
3. General Terms of Use.
 - a. Hours of Operation. The Multi-Purpose Room shall be available for use by CDO commencing on the Effective Date on Mondays and Wednesdays from 10:00 a.m. to 2:00 p.m., excluding CITY recognized holidays in which City Hall will be closed or as such hours may be modified by CITY.
 - b. Use of Certain City Hall Amenities and Parking. CDO's permitted use of the Multi-Purpose Room shall encompass use of restrooms and lounge areas located within the Property by CDO's on-site staff and parking access in the parking lot.
 - c. Limitations of Use. CDO may not use the Multi-Purpose Room for any other use other than those set forth in Section 1(A)(1) of this Agreement. Notwithstanding Section 1(A)(3)(b), CDO's use of the Property does not encompass the use of offices or other rooms within the Property other than those comprising the Multi-Purpose Room. CDO shall not permit unauthorized persons to use the Property and shall not allow any persons other than CDO's on-site personnel and its clients and CITY personnel to enter the Multi-Purpose Room while it is being used by CDO. Upon the expiration or termination of this Agreement, CDO will remove all non-fixture improvements and restore the Licensed Property to its original condition.
 - d. Consideration for Use of Licensed Area by CDO/License Fee. In consideration for CITY's grant of a license to CDO to use the Multi-Purpose Room, CDO agrees to the following:

CDO shall not charge participants any fees, rates, membership dues or any other form of payment in connection with any use of the Licensed Area.
 - e. After each day's use of the Multi-Purpose Room, CDO will undertake, at its sole cost and expense, routine janitorial clean-up of the Multi-Purpose Room.

- f. The prompt repair, at CDO's sole cost and expense, of any improvements, fixtures or equipment located in the Multi-Purpose Room, or otherwise attributable to, CDO's use of the Licensed Area or the activities conducted by CDO.
- g. CDO shall solely bear the costs of any improvements or modifications made to the Licensed Area.
- h. Prior to engaging its own forces or engaging the services of a contractor or otherwise initiating such improvements or modifications, CDO shall meet and confer with CITY and CITY shall set forth in writing the general parameters for such improvements or modifications, which parameters may include, without limitation, the optimal dates and times for the performance of the work and a reasonable completion schedule for the work. In so far as CDO uses its own forces to perform the work, CDO shall assign personnel trained and experienced in performing such work. Any contractor proposed to perform the improvements or modifications shall first be approved by the CITY in writing and CITY reserves the right to condition any such approval of the contractor on a variety of factors, in CITY's sole and absolute discretion, including but not limited to the experience and expertise of the contractor, the contractor's history of complaints for poor workmanship, the contractor's litigation history and/or history of false claims, the estimated time schedule for completing the work, whether or not the contractor possesses all required State licenses and approvals to perform such work and whether or not the contractor will pay prevailing wages to the extent the work is subject to the payment of prevailing wages. CITY's approval of the contractor shall be made in writing signed by the City Manager and the Public Works Director. CDO shall provide such documentation as CITY reasonably requests to satisfy CITY that the contractor is suitable to perform the work. CITY, in its sole and absolute discretion, may also request that CDO provide a faithful performance bond and a payment bond in a form and with a surety acceptable to CITY to ensure that the work is performed and that all subcontractors engaged to perform the improvements or modifications are timely paid.
- i. CDO, at its sole cost and expense, shall keep the Licensed Area, free and clear of any and all stop notices, mechanic's liens, materialmen's liens or other similar encumbrances relating to, or arising out of, the performance of the improvements or other work, whether performed by CDO with its own forces, through any contractor engaged by CDO or some combination of both. CDO, upon receipt of a written notice from CITY, shall, at its sole cost and expense, promptly secure the release of any and all such stop notices, mechanic's liens or other similar liens relating to, or arising out of, the performance of the improvements or modifications (whether performed by CDO's own forces, through a contractor engaged by CDO

or some combination of both) within seven (7) calendar days of such notice by CITY.

SECTION 2. INDEMNIFICATION

CDO shall indemnify, defend with counsel approved by CITY, and hold harmless CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers 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 (i) CDO's use of The Licensed Area; and (ii) CDO's performance or non-performance of any of its duties and obligations under this Agreement or CDO's failure to comply with any of its obligations under the same. The foregoing duty to indemnify, defend and hold harmless shall not embrace liability, losses, damages, expenses, costs which are caused by the sole negligence or willful misconduct of CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and CDO, or should CITY otherwise find CDO'S legal counsel unacceptable, then CDO shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The CDO shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

SECTION 3. INSURANCE.

- A. As more specifically set forth under this Section below, CDO shall procure and maintain for the term of this Agreement policies of insurance to protect against injuries to persons and damage to property in connection with the uses and activities authorized under this Agreement. CITY shall be under no obligation to allow CDO onto the Property or the Licensed Area until such time as CDO presents CITY with documentation evidencing that CDO has procured the required policies of insurance and that the same will be effective upon the first date CDO enters the Property for purposes of conducting the uses authorized under this Agreement.
- B. CDO shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
 - 1. Commercial General Liability Insurance. CDO shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000) occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage (\$1,000,000.00) per occurrence shall either apply separately to the services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;

2. Automobile Liability Insurance. CDO shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code I (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; and
 3. Workers' Compensation Insurance Employer's Liability Insurance. CDO 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. Workers' Compensation insurance shall also provide or be endorsed to provide that there will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to CITY. If any reduction of coverage occurs, CDO shall furnish CITY with information regarding such reduction at CDO's earliest possible opportunity and in no case later than five (5) calendar days after CDO is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect the coverage provided to CITY and CITY's elected or appointed officials, officers, employees, agents or volunteers.
- C. 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. If CDO is self-insured, CDO shall provide proof of equivalent coverage to that prescribed under subsection B, above, to the reasonable satisfaction of CITY before commencing its use of the Licensed Area.
- D. 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 Section, 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 the Standard & Poor's rating guide.
- E. With respect to all varieties of insurance required under this Section, all deductibles and self-insured retentions shall be declared to and approved by CITY. CITY, at its option and in its sole and absolute discretion may require that: (i) the insurer reduce or eliminate such deductibles or self-insured retentions as respects CITY and CITY's elected or appointed officials, officers, employees, agents and volunteers; or (ii) CDO shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- F. If any of the required insurance coverages contain aggregate limits, or apply to other operations of CDO not related to this Agreement, CDO shall give CITY prompt, written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords CDO, CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers. CDO shall also immediately restore such aggregate limits or shall provide other insurance protection for such aggregate limits. CITY may, at its option, specify a minimum acceptable aggregate for each line of coverage required. CDO shall not make any substantial reductions in scope of coverage which may affect CITY's protection without CITY's prior written consent.
- G. All policies of insurance required under this Section shall delineate exclusions added by endorsement. The Parties acknowledge and agree that the purpose of this provision is to enable the Parties to easily identify material limitations in the scope of coverage afforded under each policy of insurance.
- H. All varieties of insurance required under this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to CITY and CITY's elected or appointed officials, officers, employees, agents or volunteers.
- I. All policies of insurance provided by CDO 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 CDO's insurance and shall not contribute with it.
- J. No policy of insurance or endorsement thereto that is procured by CDO pursuant to this Section shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of CDO or CDO's subcontractors or subconsultants or on behalf of CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. All policies of insurance required under this Section shall contain provisions waiving or shall be endorsed to waive any subrogation rights or other like rights of recovery by the insurance carrier against CITY or CITY's elected or appointed officials, officers, employees, agents and volunteers for any sums paid on behalf CDO or CDO's contractors, subcontractors or subconsultants or on behalf of CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers by the insurance carrier. The CITY Representatives may waive this requirement as to CGL Coverage but only upon CDO's delivery to CITY of endorsements demonstrating that CITY and CITY's elected or appointed officials, officers, employees, agents and volunteers have been named as additional insureds under the CGL Coverage
- K. CDO acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Section is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY of Cudahy. Accordingly, CDO warrants, represents and agrees that

its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Section 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 CDO's commencement of any work or any of the Services. CDO shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Services. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CDO fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.

- L. All policies of insurance required by this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except upon thirty (30) calendar days' prior written notice to CITY. CDO agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- M. In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CDO fails to comply with any of the requirements set forth in this Section, CITY may, but shall not be obligated to: (i) immediately suspend CDO's permission to engage in any of the uses or activities authorized under this Agreement; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CDO's failure to comply with the insurance requirements set forth under this Section.
- N. CDO shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CDO under this Section.
- O. CDO's procurement of insurance shall not be construed as a limitation of CDO's liability or as full performance of CDO's indemnification duties set forth under this Agreement.

SECTION 4. TERMINATION FOR CONVENIENCE AND FOR CAUSE.

- A. Termination for Convenience. The Term of this Agreement notwithstanding, either Party may terminate this Agreement for convenience and without cause or penalty upon sixty (60) days' prior written notice from the terminating Party to the non-terminating Party.
- B. Termination for Cause.
 - 1. 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. the date by which the Event of Default shall be cured, which date shall not be later than the period allowed by applicable cure period set forth under subsection 4.B.2, below.

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.

2. CDO shall cure the following types of Events of Defaults within the following time periods:

- i. Within twelve (12) hours of CITY's issuance of a Default Notice for any failure of CDO to routinely clean the Multi-Purpose Room after use in the manner contemplated under this Agreement.
- ii. Within twenty-four (24) hours of CITY's issuance of a Default Notice for any failure of CDO to timely pay any monetary sums owed to CITY at the time specified in this Agreement or by law. Except as provided under this preceding sentence, CITY shall be under no obligation to entertain any request by CDO for additional time to pay any monetary sums owed to CITY.
- iii. Within seventy-two (72) hours of CITY's issuance of a Default Notice for any failure of CDO to timely provide CITY or CITY's employees or agents with any schedules, plans and specifications, work proposals or quotes, work plans or other documents or records which CDO is obligated to provide to CITY or CITY's employees or agents under the terms of this Agreement, the Cudahy Municipal Code or applicable laws or regulations of the County of Los Angeles, the State of California or the federal government of the United States of America. Prior to the expiration of the 72-hour cure period, CDO may submit a written request for additional time to cure the Event of Default upon a showing that CDO has commenced efforts to cure the Event of Default and a showing that the Event of Default cannot be reasonably cured within the 72-hour 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 subsection that exceeds seven (7) calendar days from the end of the initial 72-hour cure period; or
- iv. Within seven (7) days of CITY's issuance of a Default Notice for any failure of CDO to repair any improvement, fixture or equipment that has

been damaged or vandalized because of, or in the course of, CDO's use of the Licensed Area, whether or not such damage or vandalism was caused by CDO's personnel or any person (other than CITY personnel) who were allowed to enter the Licensed Area while the Licensed Area was being used by the CDO. Prior to the expiration of the 72-hour cure period, CDO may submit a written request for additional time to cure the Event of Default upon a showing that CDO has commenced efforts to cure the Event of Default and a showing that the Event of Default cannot be reasonably cured within the 72-hour 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 subsection that exceeds fifteen (15) calendar days from the end of the initial seven-day cure period; or

- v. Within fifteen (15) days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the cure periods prescribed under this subsection, CDO may submit a written request for additional time to cure the Event of Default upon a showing that CDO has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 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 subsection that exceeds fifteen (15) calendar days from the end of the initial applicable cure period.
3. CITY shall have thirty (30) days from the date CDO issues a Default Notice to cure any Event of Default, unless the Event of Default cannot reasonably be cured within the 30-day cure period. CITY shall be granted an additional thirty (30) calendar days to cure any Event of Default upon CITY's written request for such an extension of time and CITY's demonstration that it has commenced the cure of the Event of Default. Alternatively, CITY may, at any time during the initial 30-day cure period, submit a written objection to the Default Notice along with any written declarations or other evidence which disprove or rebut the assertions in the Default Notice. In the event CITY and CDO are unable to agree as to whether or not an Event of Default on the part of CITY has occurred or whether CITY's proposed cure will adequately cure the Event of Default, CDO shall either waive the Event of Default in writing or issue a written notice declaring the CITY to be in breach of the Agreement. CDO shall have no authority to issue a breach notice to CITY prior to the earlier of the following: (a) the expiration of CITY's initial 30-day cure period or any additional 30-day cure period invoked by CITY; or (b) CITY's issuance of a written objection to the Default Notice. In the event CITY is in breach of this Agreement, CDO's sole remedy shall be the termination of this Agreement.
 4. 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.

5. The rights and remedies available to CITY hereunder shall be in addition to and not a limitation of any rights and remedies available to CITY at law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach by CDO, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Terminate this Agreement and revoke the license conferred herein for cause; or
 - ii. CITY may agree to some mutually acceptable alternative resolution of the breach with CDO, provided such resolution is memorialized in writing; or
 - iii. CITY may proceed by appropriate court action to: (i) enforce the terms of the Agreement; (ii) obtain enforcement of the provisions of this Agreement; (iii) obtain declaratory relief; and/or (iv) seek recovery for any damages or other losses suffered by CITY as a result of CDO's breach of this Agreement; or
 - iv. The CITY may exercise such other rights or remedies as may be available to it at law or in equity.
6. Suspension of License. Concurrent with, or as an alternative to, CITY's initiation of the Default Notice process or the issuance of a notice of intent to terminate this Agreement, CITY may also suspend CDO's permission to access and use the Licensed Area for a period of one (1) or more days for any Event of Default. The term of this Agreement shall not be tolled during any suspension period. Nothing in this subsection shall operate to prohibit or otherwise restrict the ability of CITY to commence proceedings for the termination of this Agreement and the license conferred hereunder during any suspension period or concurrent with the initiation of suspension proceedings. In addition to any other duty to indemnify set forth under this Agreement, CDO shall indemnify, defend, hold harmless and forever release CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from any and all suits, causes of action, claims, damages, including but not limited to consequential damages or other losses arising out any interruption of CDO's business activities during any period of suspension.

SECTION 5. MISCELLANEOUS.

- A. Notices. Except as otherwise specifically set forth and allowed under this Agreement, all notices herein required to be given or which may be given by either Party to the other shall be deemed to have been fully given when served personally on CITY or CDO, or when made in writing and deposited in the United States Mail, certified mail, return receipt requested, postage prepaid and addressed as follows:

TO CITY:

City of Cudahy
Office of the City Manager
Cudahy City Hall
5220 Santa Ana Street
Cudahy, CA 90201
Attn: City Manager
Phone: (323) 773-5143
Fax: (323) 771-2072

Club de Oro:

26220 Abdale Street
Santa Clarita, CA 91321

Attn: Rosa B. Olivares
Phone: (818) 326-1297

Either Party may change its address for notice by notifying the other Party in the manner provided in this Paragraph.

- B. This Agreement shall be construed by, and in accordance with, the laws of the State of California.
- C. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.
- D. This instrument contains all of the agreements and conditions entered into and made by and between the Parties and may not be modified orally, or in any manner, other than by an agreement in writing signed by all the Parties hereto or their respective successors-in interest.
- E. Time is, and shall be, of the essence for each term and provision of this Agreement.
- F. Each and every term, condition, covenant and provision of this Agreement is and shall be deemed to be a material part of the consideration for CITY's entry into this Agreement and any breach hereof by CDO shall be deemed to be a material breach. Each term and provision of this Agreement performable by CDO shall be construed to be both a covenant and a condition.
- G. The headings of the several paragraphs and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- H. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either CITY or CDO in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.
- I. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such

reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein.

J. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Party.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the EXECUTION DATE.

CITY OF CUDAHY:

CLUB DE ORO:

By: _____
Jose E. Pulido, City Manager

By: _____
Name: _____
Title: _____

ATTEST:

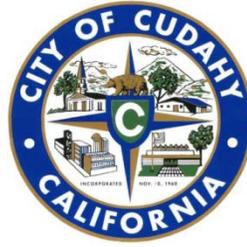
APPROVED AS TO FORM:

By: _____
Victor H. Ferrer, Deputy City Clerk

By: _____
Isabel Birrueta, Assistant City Attorney

Exhibit A:

Cudahy City Hall Floor Plan of the Multi-Purpose Room located at 4835 Clara Street



Item Number 11A

STAFF REPORT

Date: February 17, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Victor Ferrer, Deputy City Clerk
Subject: **Appointment to Fill the Unscheduled Vacancy with an Unexpired Term on the Parks and Recreation Commission**

RECOMMENDATION

The City Council is requested to review the two applications received and make an appointment to the Parks and Recreation Commission to fill an unscheduled vacancy with an unexpired term ending April 30, 2017.

BACKGROUND

1. On January 30, 2015, former Commissioner Jose L. Cortes met with Deputy City Clerk Victor Ferrer to express his reasons for resigning as a Commissioner to the Parks and Recreation Commission.
2. On February 3, 2015, the Office of the City Clerk, in compliance with Government Code Section 54970-54974, posted a Notice of Vacancy (Attachment A) at three locations and the City's Website.
3. On February 6, 2015, the Office of the City Clerk received an application from Kimberly Ortega.
4. On February 12, 2015, the Office of the City Clerk received an application from Deepak Vig.

ANALYSIS

The purpose of this report is to fill the unscheduled and unexpired term on the Parks and Recreation Commission.

CONCLUSION

If the City Council appoints one of the applicants to the Parks and Recreation Commission, after filing out the necessary paper work, the applicant could participate in the Parks and Recreation Commission meeting scheduled for February 27, 2015. If the Council decides not to approve the appointment, the City Clerk's Office will continue to receive applications until the vacancy is filled. Although it is important for any commission to have all five seats filled, the Parks and Recreation Commission currently has four out of five seats filled, sufficient to meet a quorum.

FINANCIAL IMPACT

None

ATTACHMENTS

- A. Notice of Vacancy – Dated February 3, 2015
- B. Commission Application – Deepak Vig
- C. Commission Application – Kimberly Ortega
- D. Commission Committee List (Maddy Act) 2015



NOTICE OF VACANCY

COMMISSION APPLICANTS SOUGHT

NOTICE IS HEREBY GIVEN that the City of Cudahy invites interested persons of the City of Cudahy to submit applications to serve on the following City Commission (**OPEN until filled**).

Parks and Recreation Commission: 1 Vacancy (2-year term). Current term expires on April 30, 2017. This Commission serves in advisory capacity to the City Council on the acquisition, use, maintenance, and operation of parks, playgrounds and other public recreational facilities, and to the maintenance of a planned program of public recreation for the citizens of Cudahy. This Commission meets on the fourth Monday each month at 6:00 p.m.

Applications are available at City Hall in the Office of the City Clerk, 5220 Santa Ana Street, California, Monday through Thursday, between the hours of 7:00 a.m. and 5:00 p.m., Friday, between the hours of 7:00 p.m. and 4:00 p.m. except holidays. The application will be available online as well and can be downloaded from www.cityofcudahyca.gov . Completed application forms must be filed with the City Clerk in order to be considered for appointment to this position. The appointment for this position will be made during a Regular City Council Meeting.

Note: According to the Cudahy Municipal Code, Chapter 2.32.010 to be qualified as a City Commissioner one must be an owner of real property located within the city; reside within the city; or employed within the city.

Office of the City Clerk
City of Cudahy

Posted on February 3, 2015 at the following locations:

1. City Hall
2. Clara Park
3. Lugo Park
4. City's Website

8. Please briefly express your views regarding current and future development in Cudahy:

9. References

- | | |
|-----------------------------------|--|
| 1. <u>Armand Espinoza</u>
Name | Home No.: () _____
Cell No.: _____ |
| 2. <u>Rich Kobozky</u>
Name | Home No.: (470) _____
Cell No.: _____ |
| 3. <u>Alex Larios</u>
Name | Home No.: () _____
Cell No.: _____ |

*Letters of Recommendation may be attached to application, but cannot be substituted in lieu of the requested references name and contact information.

10. In compliance with state law, City Council members are required to file a Statement of Economic Interests upon appointment to office, and annually thereafter. Applicants are advised that if appointed they will be required to make information available as to any potential conflict of interest arising from their business or affiliations where that affiliation or business may be doing business with the City of Cudahy, or the decisions taken by the City of Cudahy may influence that business or affiliation.

11. I, the undersigned, certify that the above information is true and correct and that I am sincerely interested in serving in this position for the City of Cudahy and, if appointed, will be available for evening meetings as may be required.


Applicant's Signature

02/12/2015
Date

Completed applications should be returned to the City Clerk's Office, 5220 Santa Ana Street, Cudahy, CA 90201.

FOR INTERNAL USE ONLY	
Meets Minimum Requirements	
<input type="checkbox"/>	Registered Voter
<input type="checkbox"/>	Resident of the City of Cudahy (Incorporated Area)
Reviewed by: _____	Date: _____
Notes: _____	

DEEPAK VIG



daj725@yahoo.com

4614 1/2 Live Oak St

Cudahy, CA 90201

Objectives

Maximize my mechanical experience in a challenging environment. Guide by example and utilizing vast experience in demonstrating my skills towards its objective within the deadlines, thus achieving corporate goals.

Education

National Institute of Technology, Long Beach, CA 2/2004-6/2005

Commercial and industrial wiring. ladder logic diagrams. Maintenance/troubleshooting, reading electrical ladder diagrams, usage of electric tools. Training in LOTO of electrical components and equipment. Low voltage, high voltage, single circuit, commercial and industrial wiring, single phase and 3 phase wiring, transformer configuration. installation of ac/dc motors, power supplies, and solid state sensors.

Cal Poly Pomona, Pomona, CA 7/2000-8/2002

-Computer Engineering

-Completed 30 units towards Computer Engineering B.A

Qualifications

-7+ years of maintenance experience

-Computer literate

-Identifying, locating, detecting, resolving problems and troubleshooting

-Communication skills (i.e. negotiations, conflict resolutions, listening)

-Commissioning equipment by using standard tools

-Machine and equipment preventative maintenance also operational guidelines

Experience

Maintenance Manager, Products Engineering Co; Torrence, CA - 11/2014- Current

-Responsible for production start up

-Identifying electrical, mechanical issues and fixing them

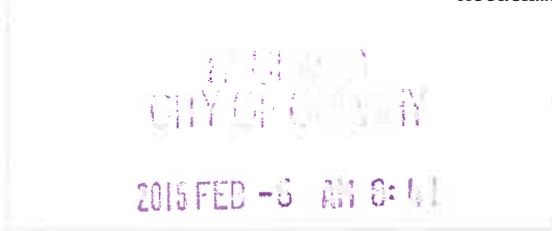
-Repairing and replacing motor controllers, sensors, solenoid valves, drives, motors and any other electrical or mechanical components

-Responsible for ordering parts and keeping stock

-Conducting weekly meetings with plant President

-

References
Upon request



CLERK'S TIME STAMP Received By: _____
Meets Minimum Requirements: Yes No

APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk's Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

Instructions (Please Type or Print Clearly)

All requested information must be furnished on the application itself. Resumes, attachments and other supporting documentation may be included but cannot be substituted for an application form. It is important that you answer all questions on your application fully and accurately. If additional space is needed to answer questions, attach additional sheets
Applications received after the deadline will not be considered.

Information Sheet

- 1. Commission being applied for:
 - Planning Commission
 - Public Safety Commission
 - Parks and Recreation Commission
 - Aging and Senior Citizens Commission

2. Name: Ortega (Last) Kimberly (First) (Middle)
 Address: 7735 Atlantic Avenue #65 Cudahy, CA Zip: 90201
 Home Phone: 323-560-6328 Business Phone: 323-542-7523
 Email: kimberlyxortega@gmail.com

Have you ever been convicted of a crime? If Yes, please explain Yes No
 Are you a registered voter within the City of Cudahy? Yes No
 How long have you lived within the incorporated city limits of the City of Cudahy? 21 years

Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity? Yes No

- 3. Occupation and Place of Employment:
 - Student at California State University Long Beach
 - Staff Assistant at the Office of Los Angeles County Supervisor Hilda L. Solis, First District

4. List Community Organizations or professional groups in which you hold active membership(s):
 Cudahy Democrats

5. List positions of responsibility held in any of the above organizations:
 One of the founding members of Cudahy Democrats

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to his position:
 Passionate about helping others and making a positive impact in my community, I have interned for Assembly Member Anthony Rendon, Mayor Chris Garcia, and Supervisor Hilda L. Solis; who I now work for. I recently graduated with an Associate of Arts in General Studies and an Associate of Arts in Political Science for Transfer from Rio Hondo College this past year. I am now a current student at California State University Long Beach pursuing a Bachelor of Arts in Political Science.
 Ever since I was a little girl my parents inspired me to become an activist in the politics of change. That is why when I graduated from high school I decided to pursue a degree in Political Science. As an undergraduate student my coursework has fostered a deep interest in me in how governments, organizations and political actors shape the social, economic and political conditions of marginalized populations. I have had the privilege to be a part of movements involving immigrant rights, economic development, and advocacy for working-class people. These experiences have improved my understanding of the realities underrepresented Latino communities face and I wish to continue on this path and use my education as a way to improve conditions for my community.

My whole life I played in parks and participated in recreation programs. The only problem was that I rarely played in parks or participated in recreation programs in the city of Cudahy because of the lack of a recreation and parks system. My parents had to drive my siblings and me to neighboring cities in order to play soccer and participate in exercising programs.

Our city offers a limited amount of activities of children and practically none for adults and seniors. This is what I hope to change in my city. I believe that my experiences and passion to serve constituents make me well qualified to meet the needs of my city. I want to use my education and networks to advance the causes of my community. I know that if appointed to the Parks and Recreation Commission I will enhance the quality of life for residents and improve the conditions of the city of Cudahy.

7. Please state the reasons you are interested in filling this vacancy:

If appointed to the Parks and Recreation Commission I will assist city staff, members of the council and residents of the city of Cudahy to provide services that may not be realistically available and that contribute to the betterment of our community.

My goal is to make the city of Cudahy a place where people desire to live. I want future generations to be able to access high quality community facilities like recreation centers that offer diverse programs, swimming pools, basketball courts and athletic fields at affordable prices. I would like to provide opportunities that guarantee every resident quality recreation experiences by communicating with organizations and local schools to work together and share resources.

8. Please briefly express your views regarding current and future development in Cudahy:

In order to improve our economy, enhance the quality of life for our residents and strengthen our community we need to provide public park areas, recreation facilities and recreation programs. The city of Cudahy cannot move forward if we do not have the most essential public services. Developing a recreation and parks system will increase our property values and attract business and industries to the city of Cudahy. Furthermore, recreational programs improve the fitness and wellness of our friends, family and children. Social interaction within our community takes place when our neighbors meet each other to learn, work and play together at our parks and recreation programs.

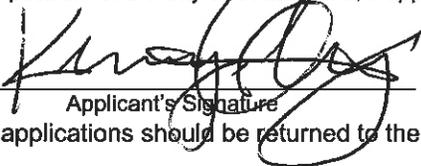
9. References

1.	<u>Cindy Chen</u>	Work No.:	(213)	<u>974-4111</u>
	Name	Cell No.:	()	
2.	<u>Ronald Gonzales-Lawrence</u>	Work No.:	(562)	<u>529-3250</u>
	Name	Cell No.:	()	
3.	<u>Manuel Baca</u>	Work No.:	()	
	Name	Cell No.:	(909)	<u>964-5281</u>

*Letters of Recommendation may be attached to application, but cannot be substituted in lieu of the requested references name and contact information.

10. In compliance with state law, City Council members are required to file a Statement of Economic Interests upon appointment to office, and annually thereafter. Applicants are advised that if appointed they will be required to make information available as to any potential conflict of interest arising from their business or affiliations where that affiliation or business may be doing business with the City of Cudahy, or the decisions taken by the City of Cudahy may influence that business or affiliation.

11. I, the undersigned, certify that the above information is true and correct and that I am sincerely interested in serving in this position for the City of Cudahy and, if appointed, will be available for evening meetings as may be required.


Applicant's Signature

02/05/2015
Date

Completed applications should be returned to the City Clerk's Office, 5220 Santa Ana Street, Cudahy, CA 90201.

FOR INTERNAL USE ONLY	
Meets Minimum Requirements	
Registered Voter	
Resident of the City of Cudahy (Incorporated Area)	
Reviewed by: _____	Date: _____
Notes:	

CITY OF CUDAHY LOCAL APPOINTMENTS LIST

SENIOR & AGING COMMISSION	PUBLIC SAFETY COMMISSION	PLANNING COMMISSION	PARKS & RECREATION COMMISSION
This Commission meets on the second Monday of every month at 2:00 p.m. at 4835 Clara Street Park Secretary: Victor Ferrer	This Commission meets on the second Tuesday of every month at 5:00 p.m. in the Council Chambers Secretary: Raul Mazariegos	This Commission meets on the third Monday of every month at 6:00 p.m. in the Council Chambers Secretary: Didier Murillo	This Commission meets on the fourth Friday of every month at 6:00 p.m. in the Council Chambers Secretary: Victor Santiago
Patricia Covarrubias, Chairperson Reappointed:5/1/2014 Term Expires:4/30/2017	Frank Parrish, Chairperson Reappointed:5/7/2013 Term Expires:4/30/2015	Gilbert Cuevas, Vice Chairman Appointed:4/2/2013 Term Expires: 4/30/2015	Vacancy Term Expires:4/30/2017
Maura Pena, Chairperson Pro Tem Reappointed: 5/1/2014 Term Expires: 4/30/2017	Joaquin Carrera, Chairperson Pro Tem Reappointed:5/1/2014 Term Expires:4/30/2016	Elizabeth Alcantar, Commissioner Appointed:12/3/2013 Term Expires:4/30/2015	Brenda Rodriguez, Commissioner Appointed:5/1/2014 Term Expires:4/30/2017
Michelle Gessner, Commissioner Appointed:3/4/2014 Term Expires:4/30/2015	Emanuel Cruz, Commissioner Reappointed:1/6/2015 Term Expires:4/30/2017	Susie de Santiago, Commissioner Appointed: 5/7/2013 Term Expires:4/30/2015	Marcos Covarrubias, Commissioner Appointed:5/1/2014 Term Expires:4/30/2017
Isaias Cornejo, Commissioner Reappointed: 4/2/2013 Term Expires: 4/30/2015	Enrique Cardonne, Commissioner Reappointed:5/1/2014 Term Expires:4/30/2016	Martin Fuentes, Commissioner Appointed:11/19/2013 Term Expires:4/30/2016	Felix Reyes Perez, Commissioner Appointed:5/1/2014 Term Expires:4/30/2017
Concepcion Trujillo, Commissioner Appointed: 3/4/2014 Term Expires:4/30/2015	Walter Gelder, Commissioner Reappointed:4/2/2013 Term Expires: 4/30/2015	Vacancy Term Expires:4/30/2016	Roberto S. Venegas, Commissioner Appointed:5/1/2014 Term Expires:4/30/2017

In compliance with Government Code Section 54972 (Maddy Act), the following commissions, boards, and appointments list shall be posted on an annual basis by December 31.

Note: In accordance with the Cudahy Municipal Code, Chapter 2.32.010 (1) to be qualified as a City Commissioner one must reside within the city; or employed within the city. Additionally, membership on the Cudahy senior citizens club will qualify a person for membership on the aging and senior citizens commission. (2) Terms. (a) Except as otherwise provided in this subsection (2), all City commissioners shall have two year terms of office, which shall commence on May 1st. (d) A commissioner whose term has expired shall continue to hold office until a successor is appointed.

(Updated 2/10/15)



Item Number 11B

STAFF REPORT

Date: February 17, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Victor H. Ferrer, Deputy City Clerk
Subject: Discussion on Resolutions Regarding Immigration Reform

RECOMMENDATION

The City Council is requested to give staff direction regarding Immigration Reform (e.g., Resolution, letter, other directive).

BACKGROUND

1. On January 21, 2014, the City Council adopted Resolution No. 14-07, a resolution endorsing comprehensive immigration reform in the United States House of Representatives.
2. On January 6, 2015, the City Council adopted Resolution No. 15-01, a resolution declaring the City a Sanctuary City for immigrants.
3. On February 3, 2015, during a City Council meeting, Council directed staff and the City Attorney to review Resolutions No. 15-01 and 14-07.

ANALYSIS

The Council expressed an interest to prepare a letter to the White House expressing their support for Immigration Reform. After discussing, the Council believed that amending or creating a new resolution would send a stronger message in comparison to a letter.

CONCLUSION

After the Council gives direction whether it would like staff to draft a letter or the City Attorney to draft a resolution, this item will be brought back as a Consent Calendar item on

the March 3, 2015 City Council meeting.

FINANCIAL IMPACT

Staff does not anticipate a financial impact.

ATTACHMENTS

- A. Resolution No. 15-01
- B. Resolution No. 14-07

RESOLUTION NO. 15-01**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY DECLARING THE CITY OF CUDAHY A SANCTUARY CITY FOR IMMIGRANTS**

WHEREAS, the City of Cudahy ("City") has a strong tradition of embracing and valuing diversity and respecting the civil and human rights of all residents regardless of their immigration status; and

WHEREAS, most immigrants in the City are law abiding citizens and are themselves the victims of crime, and the City wishes to foster trust and cooperation with its immigrant communities and wishes to encourage immigrants to report crime and speak to the police without fear of being arrested or reported to the United States Immigration and Customs Enforcement ("ICE") agency; and

WHEREAS, the City Council wishes to affirm and declare that the City of Cudahy is a Sanctuary City for immigrants from all countries.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby affirms and declares that the City of Cudahy is a Sanctuary City for immigrants.

SECTION 2. No department, officer or employee of the City of Cudahy shall use any City funds or resources to assist in the enforcement of federal immigration law or to gather or disseminate information regarding the immigration status of individuals in the City unless such assistance is required by federal or state statute, regulation or court decision.

SECTION 3. The prohibition set forth in Section 2 above shall include, but shall not be limited to:

(a) Assisting or cooperating, in one's official capacity, with ICE investigation, detention, or arrest procedures, public or clandestine, relating to alleged violations of the civil provisions of the federal immigration law.

(b) Assisting or cooperating, in one's official capacity, with any investigation, surveillance or gathering of information conducted by foreign governments, except for cooperation related to an alleged violation of City and county, state or federal criminal laws.

(c) Requesting information about, or disseminating information regarding, the immigration status of any individual, or conditioning the provision of services or benefits by the City upon immigration status, except as required by federal or State statute or regulation, City ordinance or public assistance criteria, or court decision.

(d) Including on any application, questionnaire or interview form used in relation to benefits, services or opportunities provided by the City, any question regarding immigration status other than those required by federal or state statute, regulation or court decision. Any such questions existing or being used by the City at the time this Resolution is adopted shall be deleted within sixty days of the adoption of this Resolution.

SECTION 4. Nothing in this Resolution shall preclude a City department, commission, officer or employee from reporting information to ICE or assisting and/or cooperating with ICE as required by federal or state statute, regulation or court decision.

SECTION 5. If any part of this Resolution, or the application thereof, is held to be invalid, the remainder of this Resolution shall not be affected thereby, and this Resolution shall otherwise continue in full force and effect. To this end, the provisions of this Resolution, and each of them, are severable.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 6th day of January, 2015.



Chris Garcia
Mayor

ATTEST:



Victor H. Ferrer
Deputy City Clerk

CERTIFICATION

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

I, Victor H. Ferrer, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No.15-01 was passed and adopted by the City Council of the City of Cudahy at a regular meeting of said Council held on the 6th day of January, 2015, and adopted by the following vote:

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



Victor H. Ferrer
Deputy City Clerk



RESOLUTION NO. 14-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO ENDORSE COMPREHENSIVE IMMIGRATION REFORM IN THE UNITED STATES HOUSE OF REPRESENTATIVES DURING THE CURRENT LEGISLATIVE SESSION, WITH THE FOLLOWING LEGISLATIVE PRINCIPLES: (I) SECURITY OF THE BORDER, (II) REFORM OF THE LEGAL IMMIGRATION SYSTEM, AND (III) PATHWAY TO LEGALIZATION AND/OR CITIZENSHIP FOR OTHERWISE LAW-ABIDING UNDOCUMENTED IMMIGRANTS

WHEREAS, hard working immigrants from around the world strengthen our country, enrich our culture, and raise the standard of living for American citizens; and

WHEREAS, we should celebrate our immigrant-friendly traditions as a country, and work to build a legal immigration system that reflects our values, respects our security interests, and serves our economic needs; and

WHEREAS, the United States House of Representatives should follow the lead of the United States Senate in discussing immigration reform and taking up legislation in the current legislative session, with a view towards establishing a conference committee in the current year; and

WHEREAS, the City of Cudahy is home to a large population of hard-working immigrants and their families, including a population 96% Latino in the heart of Los Angeles County, California – which together with our neighboring cities, accounts for the largest concentration of Latinos in the United States of America;

WHEREAS, the City Council of the City of Cudahy is comprised of Republicans and Democrats (including active state delegates to both major political parties), united in pursuit of bipartisan and sensible immigration reform policies; and

WHEREAS, all members of the City Council have advocated for immigration reform policies historically and publically, including Republican Mayor Jack Guerrero's recent Washington, D.C., visit with House Majority Whip Kevin McCarthy, on October 29th, 2013; and Democratic Vice Mayor Chris Garcia's historical activism in this area;

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council endorses comprehensive immigration reform in the United States House of Representatives during the current legislative year, with the following important principles incorporated into any contemplated legislation:

- (i) Secure the border:
With the greatest respect for the dignity of human beings, we must secure the border once and for all by using efficient technology; facilitating collaboration between law enforcement agencies; and by shifting priorities away from border protection in foreign lands that have little relevance for U.S. interests. By redirecting resources from border protection on behalf of other countries, we can stem illegal immigration at home.
- (ii) Reform the legal system:
We must revamp our legal immigration process to make it faster, orderly, and more secure; and we must enhance legal immigration levels to more closely match the human capital needs of our economy – whether in technology, agriculture, or commercial sectors in between. We must establish a streamlined process for admitting future workers to ensure that we continue to promote innovation and meet our workforce needs.
- (iii) Pathway to legalization and/or citizenship:
We must address the undocumented population by offering a narrowly defined path to earned legalization for otherwise law-abiding undocumented immigrants. This process could consist of background checks, reasonable fines, evidence of financial responsibility, recommendation letters from sponsoring U.S. citizens, and conditional requirements such as military service or university education for young people who were brought to this country through no fault of their own.

SECTION 2. A copy of this resolution shall be mailed by the City Clerk to the Offices of United States Congresswoman Lucille Roybal (D-California), United States House Speaker John A. Boehner (R-Ohio), House Majority Whip Kevin McCarthy (R-California), State Assemblyman Anthony Rendon, and State Senator Ricardo Lara.

SECTION 3. This resolution shall take effect immediately upon its adoption, except as otherwise provided herein. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 21st day of January, 2014.



Jack Guerrero, Mayor

ATTEST:

APPROVED AS TO FORM



Angela Bustamante,
Deputy City Clerk



~~Rick Olivarez,~~
City Attorney
Richard Podilla
Asst. City Atty.

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

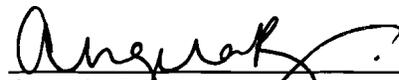
I, Angela Bustamante, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 14-07 was passed and adopted by the City Council of the City of Cudahy at a regular meeting held on the 21st day of January, 2014 and that said Resolution was adopted by the following vote, to-wit:

AYES: Councilmember Markovich, Oliva, Sanchez, Vice Mayor Garcia, Mayor Guerrero

NOES:

ABSENT:

ABSTAIN:



Angela Bustamante,
Deputy City Clerk