

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



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

REMOTE TELECONFERENCE
LOCATION:

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

SPECIAL MEETING AGENDA

A SPECIAL MEETING
OF THE CUDAHY CITY COUNCIL
Friday, May 27, 2016 – 4:00 P.M.

Rules of Decorum

*"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.*

Under the Government Code, the City Council may regulate disruptive behavior that impedes the City Council Meeting.

Disruptive conduct may include, but is not limited to:

- Screaming or yelling during another audience member's public comments period;
- Profane language directed at individuals in the meeting room;
- Throwing objects at other individuals in the meeting room;
- Physical or verbal altercations with other individuals in the meeting room; and
- Going beyond the allotted two-minute public comment period granted.

When a person's or group's conduct disrupts the meeting, the Mayor or presiding officer will request that the person or group stop the disruptive behavior, and WARN the person or group that they will be asked to leave the meeting room if the behavior continues.

If the person or group refuses to stop the disruptive behavior, the Mayor or presiding officer may order the person or group to leave the meeting room, and may request that those persons be escorted from the meeting room.

It should also be noted that any person who WILLFULLY disturbs or breaks up the City Council meeting may be arrested for a misdemeanor offense. (*Penal Code § 403.*)

1. CALL TO ORDER

2. ROLL CALL

Council Member Guerrero
Council Member Garcia
Council Member Markovich
Vice Mayor Hernandez
Mayor Sanchez

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS

(Mayor: Each member of the public may submit one comment card if he or she wishes to address the City Council. Only speakers that submit a comment card within the first 20 minutes of the meeting will be permitted to speak for two (2) minutes concerning items listed on the agenda only.)

5. CONSENT CALENDAR

- A. Approval of a Co-Sponsorship of the Vive tu Vida! Get Up Get Moving! Health Fair in Partnership with the Mexican American Opportunity Foundation (MAOF) and Assembly Member Anthony Rendon's Office *(page 5)*

Presented by Community Development Manager

Recommendation: The City Council is requested to approve a co-sponsorship for the Vive tu Vida! Get Up get Moving! Health Fair in partnership with the Mexican American Opportunity Foundation (MAOF), and the office of Assembly Member Anthony Rendon to take place on Saturday, November 19, 2016 from 7:00 a.m. to 3:00 p.m. to be held at Clara Park and Clara Expansion Park located at 4835 Clara Street, Cudahy, CA 90201.

- B. Adoption of a Resolution accepting the Notice of Completion for the Atlantic Avenue Street Improvement Project (Phase I) *(page 17)*

Presented by Community Development Manager

Recommendation: The City Council is requested to:

1. Adopt a resolution accepting the improvements for the Atlantic Avenue Street Improvement Project (Phase I); and

2. Authorize the Mayor to sign the attached Notice of Completion for recordation purposes.

C. Creation of a Public Relations and Community Outreach Ad Hoc Committee
(page 23)

Presented by City Manager

Recommendation: The City Council is requested to form a Public Relations and Community Outreach Ad Hoc Committee.

D. Consideration to Approve the Addendum Agreement to California Cities for Self-Reliance Joint Powers Authority Agreement to Admit the City of Cudahy as a Trade Member (page 25)

Presented by City Attorney

Recommendation: The City Council is requested to consider the Addendum Agreement to California Cities for Self-Reliance Joint Powers Authority (JPA Authority) Agreement to Admit the City of Cudahy (City) as a Trade Member ("Addendum") and determine whether it will approve the Addendum.

6. BUSINESS SESSION - NONE

RECESS TO CLOSED SESSION

This is the time at which the City Council will meet in closed session to go over items of business on the closed session agenda. It should be noted that Councilman Guerrero will be participating from the Chamber of Commerce Room at Turner Hall via teleconference.

7. CLOSED SESSION

A. Closed Session – Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator

Location of Properties:

- 8100 Atlantic Ave., 4720 Santa Ana St., 8110 Atlantic Ave., 4734 Santa Ana St. (APN 6224-018-068, 069, 070, 071, 008)
- 8135 Atlantic Ave., 4629 Cecilia St., 8201 S. Atlantic, 4633 Cecilia St., 8221 S. Atlantic Ave. (APN 6224-022-001, 004, 002, 003, 012)
- 4819 Patata, 8420 S. Atlantic Ave. (APN 6224-034-014, 032, 040, 041)
- 4613/4615 Clara St., 7630 Atlantic Blvd., 7660 Atlantic Blvd., 7638 Atlantic Blvd., 7644 Atlantic Blvd. (APN 6226-022-002, 019, 020, 008, 021, 022, 023, 024)
- 4610 Santa Ana St. (APN 6224-019-014)

City's Negotiator(s): City Manager Jose E. Pulido and City Attorney
Party Negotiating With: Cudahy LF, LLC

- B. Closed Session - Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(d)(3) – Conference with Legal Counsel to Discuss Matter Involving Anticipated Litigation/Significant Exposures to Litigation – [Two (2) potential cases]

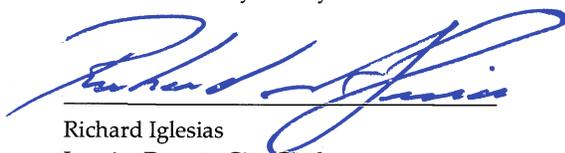
RECONVENE TO OPEN SESSION

8. CLOSED SESSION ANNOUNCEMENT

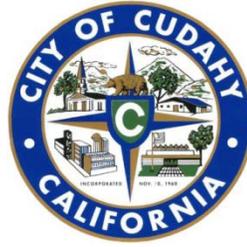
9. ADJOURNMENT

I Richard Iglesias, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at Cudahy City Hall, Bedwell Hall, Clara Park, Lugo Park, and the City's Website not less than 24 hours prior to the meeting. A copy of said Agenda is on file in the City Clerk's Office.

Dated this 25th day of May 2016



Richard Iglesias
Interim Deputy City Clerk



Item Number 5A

STAFF REPORT

Date: May 27, 2016

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

From: Jose E. Pulido, City Manager
Michael Allen, Community Development Manager
Victor Maria Santiago, Administrative Assistant

Subject: **Approval of a Co-Sponsorship of the Vive tu Vida! Get Up Get Moving! Health Fair in Partnership with the Mexican American Opportunity Foundation (MAOF) and Assembly Member Anthony Rendon's Office**

RECOMMENDATION

The City Council is requested to approve a co-sponsorship for the Vive tu Vida! Get Up get Moving! Health Fair in partnership with the Mexican American Opportunity Foundation (MAOF), and the office of Assembly Member Anthony Rendon to take place on Saturday, November 19, 2016 from 7:00 a.m. to 3:00 p.m. to be held at Clara Park and Clara Expansion Park located at 4835 Clara Street, Cudahy, CA 90201.

BACKGROUND

1. On March 18, 2016, Council Member Garcia forwarded the City Manager with an invitation to meet with MAOF.
2. On March 30, 2016, a representative from MAOF (i.e., President and CEO Martin Castro) met with, City Manager and staff to discuss the services MAOF can provide to the residents of the City.
3. On April 26, 2016, Isaias Hernandez the Community Services Program Director for MAOF met with staff, and had a follow up meeting to discuss in greater detail the services MAOF currently offers. Also discussed in the meeting was moving their annual Vive tu Vida! Get Up get Moving! Health Fair previously hosted in the City of Huntington Park, to the City.

4. On April 28, 2016, staff met with Aide Castro, Senior Field Representative for the Office of Assembly Member Anthony Rendon to discuss the possibility of a potential co-sponsorship of a health fair with MAOF and the City.
5. On April 28, 2016, a proposal to host the Annual Health Fair was submitted by MAOF to Community Development Manager Michael Allen.

ANALYSIS

The Mexican American Opportunity Foundation (MAOF) is a non-profit, community-based organization that was established in 1963 in order to serve disadvantaged individuals and families in the Los Angeles area. MAOF is the largest Latino-oriented, family services organization in the United States, and has achieved this status by providing high quality social services and programs to those communities where the need is the greatest.

MAOF would like to host their annual family health expo *Vive tu Vida! Get up Get Moving!* in Cudahy for 2016. This event promotes Hispanic family physical activity and healthy lifestyle for people of all ages and sizes. The proposed event will feature free flu shots and health screenings, including blood pressure, cholesterol, diabetes, kidney disease, osteoporosis, HIV, vision, and dental screenings. There will also be activities for the whole family including soccer and tennis clinics, golf lessons, kickboxing, aerobics, rock wall climbing, a Zumbathon for kids, and healthy cooking demonstrations. Participants will also have the chance to win raffles and giveaways, enjoy healthy snacks, experience folkloric performances, and a giveaway including 150 turkeys for Thanksgiving and much more.

MAOF had hosted the annual health fair for nine years in the City of Huntington Park and would like to provide these incredible services to our City residents. MAOF is working with its long list of community, government, and private partners to provide a variety of health services and resources to the Cudahy community and surrounding area. Public companies such as Anthem, Blue Cross, Molina Healthcare, Care 1st, Altamed, and others such as USC Keck School of Medicine will be providing high quality screenings.

MAOF is respectfully asking the City to assist with any permits to utilize Clara Street Park and for any street closures the day of the event. MAOF does not charge a registration fee for community attendees to ensure that the event services are provided for free to all residents. MAOF is requesting utilization of the Clara Park parking lot in front of the sports complex, the community center, and a street closure in front of the park between 6:00 a.m. - 2:00 p.m. on Saturday, November 19, 2016. All services offered at the event will be entirely free for everyone. In addition, MAOF will also hold an insurance policy of \$3 million for any liabilities such as damage to City resources, and/or individuals in case of any emergency.

MAOF is not profiting from the proposed event. MAOF will pay and coordinate set-up fees,

security, and event insurance. MAOF will have 30 staff present at the event to help coordinate with the health fair, and will also include 20 MAOF volunteers for extra support, and 15 volunteers to help with the flow of traffic. MAOF has many years of experience conducting and organizing events which include street closures throughout Los Angeles County. MAOF will not depend on City park personnel for maintenance or assistance to run the event. In addition, MAOF will have six security guards at all times throughout the event to ensure that the park, event, and City laws/rules are followed and respected.

Lastly, MAOF will bring 10 portable restrooms for public use to relieve some of the traffic from the restrooms at the park. MAOF will also bring portable and disposable trash bins to help with the collection of littering and will also have recycling bins available.

CONCLUSION

If City Council approves the co-sponsorship of the event, the community will benefit from an array of free services proposed by MAOF. In addition, the event would be added to the City's annual calendar, allowing MAOF to host such an event each year in Cudahy.

If the City Council denies the co-sponsorship, no further action will be taken.

FINANCIAL IMPACT

Staff estimates the financial impact to the City will be approximately \$500, which includes compensation for two part-time workers for general supervision of the event, and one Municipal Enforcement Officer to enforce the City's Municipal Code.

ATTACHMENTS

- A. Facility Use Agreement between the City and Mexican American Opportunity Foundation
- B. MAOF Internal Revenue Service 501(c)(3)



CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

FACILITY USE AGREEMENT

It is the City of Cudahy's desire that all patrons who periodically use a City of Cudahy building, room, land, auditorium, gymnasium, arena, stadium, field, or other City of Cudahy property ("Facility") are able to enjoy the Facility. This agreement has been set in place to achieve this goal.

The Person signing this agreement and the organization on whose behalf the Facility rental is being made (Collectively the "Renter") are responsible for compliance with this agreement. All renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. FACILITY INFORMATION

Name of Facility Clara Street Park

Address/Area/Location of Facility 4835 Clara Street Cudahy Ca

2. RENTER INFORMATION

Contact Name Isaias Hernandez

Organization Mexican American Opportunity Foundation

Tel.: Home 818-859-8913

Work 323-313-1603

Address, City, State, Zip 5657 E Washington Blvd., Commerce CA 90040

3. EVENT INFORMATION

Description of Event _____

Will minors be present? Yes No

MAOF Annual Health and Resource Fair

Admission fee charged? Yes No

Will There be music? Yes No

Date of Event November 19, 2016

Type of Music DJ

Estimate Attendance 1,200

Will food be served? Yes No

Time event begins (incl. set up) 11/18/16 6pm

Will food be sold? Yes No

Time event ends (incl. clean up) 11/19/16 2pm

Open to the public? Yes No

4. CONDITIONS OF USE

A. RESERVATIONS

1. Renters desirous of a facility should make reservations well in advance of the intended date of use because demand of facilities is high and dates fill quickly.
2. A Facility is not considered rented until (1) renter delivers to the City of Cudahy the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and license, and any other items deemed necessary by the City of Cudahy; and (2) the City of Cudahy, in its sole discretion, approves such rental in writing.
3. A person who is at least twenty-one (21) years of age must sign this agreement.
4. Renter shall provide a single contact who is to serve as the representative for Renters activities.
5. Renter shall be responsible for securing all required permits and licenses.
6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
7. Renter shall not use the City of Cudahy's name to suggest endorsement or sponsorship of the event without prior written approval of the City of Cudahy Manager or his/her designee. Renters publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. Renter shall permit any city of Cudahy offices, employees, or agents to visit the event described in this agreement.
9. Under no circumstances shall renter sublease or allow any other organization or Individual to use the facility for the period for which renter has contracted. Renter is an independent contractor and not the agent or employee of the City of Cudahy.
10. Alcoholic beverages are **NOT** allowed under any circumstances per the City's municipal code 9.08.10

B. FEES

1. The City of Cudahy may require a rental fee and/or deposit from the renter.
2. Any person or agency holding a reservation for the use of City of Cudahy facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the facility.
3. The City of Cudahy may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.
4. Non-Profits can rent the location free of cost if the group meets certain requirements set forth by the City Council through resolution #14-52.(to request copy of the resolution please contact the City Clerk)

B. FEES (Continued)

4. In the event the facility is left damaged, renter shall be charged for any and all janitorial and /or repair fees incurred by the City of Cudahy as a result of same and these fees shall be billed to renter.

C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless the City of Cudahy, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and /or arising out of or in any way connected with renter's use or occupancy of the facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Cudahy, its officers, employees, or agents.
 - **Additional Insured Endorsement:** Additional insured coverage should be requested to include the City's, it's offices, directors, employees, volunteers, and any other party, as may be required. Coverage shall be primary and non-contributory.
 - **Waiver of Subrogation Endorsement:** Waiver of subrogation endorsements shall be requested in the City's favor for general liability, auto liability and workers' compensation.
2. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with renters use or occupancy of the City of Cudahy facilities and adjoining property in the amount of \$1,000,00 (one million dollars) per occurrence. Such insurance shall name the City of Cudahy, its officers, employees, and agents as additional insured prior to the rental of the facility. Renter shall file certificates of such insurance with the City of Cudahy, which shall be endorsed to provide thirty (30) days notice to the City of Cudahy of cancellation or any change of coverage or limits. If a copy of the insurance certificates is not on file prior to the event, the City of Cudahy may deny access to the facility.
3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with renter's use or occupancy of the City of Cudahy facilities and adjoining property to the City of Cudahy manager or his/her designee, in writing and as soon as practicable.
4. Renter waives any right to recovery against the City of Cudahy, its officers, employees and agents for fires, floods, earthquakes, civil disturbance regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of god" to the City of Cudahy, its officers, employees, or agents.
5. Renter waives any right of recovery against the City of Cudahy, its officers, employees and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with renters use or occupancy of the facility and adjoining property, even if the City of Cudahy, its officers, employees, or agents seek recovery

against renter.

E. SET UP / CLEAN UP /DECORATIONS

1. Renters, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the facility.

E. SET UP / CLEAN UP /DECORATIONS (Continued)

2. Renter shall not prepare or decorate the facility prior to the event start time, unless renter provides rental fees, deposits, and insurance for the time of the preparation and /or decorations.
3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the facility and shall not make or allow to be made any alterations of any kind therein.
4. Renter shall be responsible for all clean up of the facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the facility, leaving the facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any , in good working condition.
5. Renter shall not store any equipment or materials at the facility or adjoining property without the prior written approval of the City of Cudahy Manager or his/her designee.
6. Renter shall be responsible for any and all damage to the facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, renters shall be charged for any and all janitorial and/or repair fees incurred by the City of Cudahy as a result.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take City of Cudahy property outside of the facility for any reason without the prior written approval of the City of Cudahy Manager or his/her designee.
2. Renter shall not use City of Cudahy equipment, tools, or furnishings located in or about the facility without prior written approval of the City of Cudahy manager or his/her designee.
3. Renter shall not drive motorized vehicles on field or green space.
4. The City of Cudahy does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renters, at its own cost, may bring these systems into the facility for their use.
5. Renter shall secure the approval of the City of Cudahy before using audio/visual systems, public address systems, and live or recorded amplified music. Renters shall

not record, televise, or broadcast the event or any portion thereof without prior written approval of the City of Cudahy managers or his/her designee.

G. MISCELLANEOUS

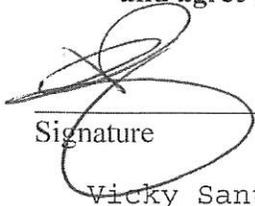
1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility.

G. MISCELLANEOUS (Continued)

2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
3. Gambling of any kind is not permitted at the facility.
4. Smoking is not permitted at the facility.
5. No animals are permitted at the facility, with the exceptions of guide dogs.
6. If renter violates any part of this agreement or reports false information to the City of Cudahy, the City of Cudahy may refuse renter further use of the facility and renter shall forfeit a portion of or all for the rental fee and/or deposit.
7. The City of Cudahy may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
8. Any person aggrieved by the City of Cudahy's decision with respect to this agreement may appeal to the City of Cudahy manager or his/her designee in writing no later than five (5) days after the City of Cudahy decision has been communicated to the aggrieved party.
9. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IMPORTANT

I am an authorize agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.



Signature

Vicky Santos

Print Name

MAOF

Organization

401 N Garfield Ave Montebello
CA 90640

Address

323-278-3687

Telephone: Cell

323-890-9600

Telephone: Work

[AGENCY] USE ONLY

Rental fee _____

Total Paid _____

Deposit _____

Deposit returned _____

Rental Procedure

Contact the Rental Coordinator at (323) 773-5143 or vsantiago@cityofcudahyca.gov to see if the date you prefer is available. If the date is available please obtain all proper paperwork at City Hall located at 5220 Santa Ana Street, Cudahy, CA 90201

- Read the general Rental Information.
- Read the Condition of Use and Care of the Facility Agreement
- Obtain the Certificate of Insurance
- Pick-Up application forms:

Application forms have to be filled out in person.

- Completed Application
- Hold Harmless Agreement
- Certificate of Insurance
- Deposit check/Money order/Cash

One Day prior to event:

- Renter will provided the Facility Coordinator with a set up time. Set up is 2 hours, and will run consecutively, Set up can start as early as 5:00pm to as late as 9:00pm.

On the day of the event:

- Staff will be at the facility 15 minutes prior to schedule start of event. Representative who rented the location must be present at the start of event.

After the event, the renter will:

- Cleanup and remove all decorations and equipment.
- Remove the trash (please put in dumpster).

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248574175
Feb. 11, 2011 LTR 4168C E0
95-2594166 000000 00
00014897
BODC: TE

MEXICAN AMERICAN OPPORTUNITY
FOUNDATION
% ORLANDO SAYSON
401 N GARFIELD AVE
MONTEBELLO CA 90640-2901



022725

Employer Identification Number: 95-2594166
Person to Contact: MS WINSTON
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Feb. 02, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in DECEMBER 1963.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

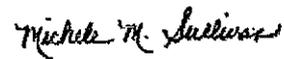
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248574175
Feb. 11, 2011 LTR 4168C E0
95-2594166 000000 00
00014898

MEXICAN AMERICAN OPPORTUNITY
FOUNDATION
% ORLANDO SAYSON
401 N GARFIELD AVE
MONTEBELLO CA 90640-2901

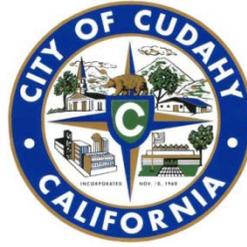
If you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,



Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

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Item Number 5B

STAFF REPORT

Date: May 27, 2016
To: Honorable Mayor/Chair and City Council/Agency Members
From: Michael Allen, Community Development Director
By: Aaron Hernandez-Torres. P. E. Assistant City Engineer
Subject: **Adoption of a Resolution accepting the Notice of Completion for the Atlantic Avenue Street Improvement Project (Phase I)**

RECOMMENDATION

The City Council is requested to:

1. Adopt a resolution accepting the improvements for the Atlantic Avenue Street Improvement Project (Phase I); and
2. Authorize the Mayor to sign the attached Notice of Completion for recordation purposes.

BACKGROUND

1. On July 2014, the City through the Metropolitan Transportation Authority (Metro), programmed the amount of \$61,200 from Proposition C for the Atlantic Avenue Street Improvement Project (Phase I).
2. On August 2014, Metro approved the appropriation of \$61,200 that was allocated to the City from Proposition C Funds. The monies are to be utilized for improving the City's Principal Arterial (Atlantic Avenue) within three years of the allocation.
3. On April 2015, the Engineering Department issued a Notice to Contractors to procure construction services for this project. Project was properly advertised in the newspaper for two consecutive weeks.

4. On April 20, 2015, the City Clerk's Office conducted a bid opening meeting at the City Council Chambers. A total of three bids were received for this project, ranging in cost from \$56,125 to \$731,600. Excel Paving Company (\$56,125), Medina Construction (\$150,224) and JA Salazar Construction and Supply Corp. (\$731,600).
5. On May 5, 2015, the City Council awarded a Construction Contract to Excel Paving Company, the lowest responsive bidder, in the amount of \$56,125.
6. On December 10, 2015, the City issued the Notice to Proceed to Excel Paving Company. Contractor began construction activities on December 14, 2015 and completed the project on January 8, 2016.
7. As of January 20, 2016, the Engineering Department has deemed the Atlantic Avenue Street Improvement Project (Phase I) completed by Excel Paving Company.

ANALYSIS

The Proposition C Program is funded by two ½ cents sales tax measure approved by Los Angeles county voters to finance a Transit Development Program. The Proposition C tax measure was approved in 1990. Twenty-five percent of the Proposition C tax is designated for the Local Return (LR) Program funds to be used by cities and the County (Jurisdictions) in developing and improving transportation infrastructure.

The general scope of work for this project consisted of cold milling existing asphalt concrete and asphalt concrete overlay at specific damaged areas (repair of alligatored areas and potholes) and crack sealing random existing cracks on asphalt concrete. It also entailed the completion of other miscellaneous items, including traffic striping and traffic control, as described in the Project Specifications.

The project was properly engineered with a field assessment and construction specifications developed. Accordingly, the project was advertised and three bids were received. Excel Paving Company submitted a bid proposal in the amount of \$56,125 and was the lowest responsive and responsible bidder.

Total construction cost of the project is \$56,125. In addition, the City incurred Construction Management and Inspection costs in the amount of \$6,222.50. Project grand total is \$62,347.50. The project difference of \$1,147.5 is within the 20-25% project contingent allowance per Proposition C guidelines and was paid accordingly using the same funding.

In January 2016, the Engineering Department deemed the Atlantic Avenue Street Improvement Project (Phase I) complete by Excel Paving Company. This project was completed on time and within budget.

CONCLUSION

Through the adoption of the proposed resolution and signature of the Project Notice of Completion, the City will be able to proceed with filing the Project Notice of Completion with Los Angeles County Registrar-Recorder/County Clerk Office for recordation purposes.

FINANCIAL IMPACT

The project was budgeted in the fiscal year 2014-15 City Budget. Proposition C monies have been allocated for the specific purpose of improving this principal arterial in the City (Atlantic Avenue Phase I) in the amount of \$61,200. The project as developed, meets the Proposition C guidelines and the expenditure of the funds deemed appropriate.

ATTACHMENTS

- A. Proposed Resolution accepting the improvements for the Atlantic Avenue Street Improvement Project (Phase I)
- B. Notice of Completion for the Atlantic Avenue Street Improvement Project (Phase I)

RESOLUTION NO 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA ACCEPTING THE ATLANTIC AVENUE STREET IMPROVEMENT PROJECT (PHASE I) AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER

WHEREAS, the City of Cudahy has a Capital Improvement Program (CIP) for Fiscal Year 2015-16; and

WHEREAS, the City of Cudahy receives annual Proposition C allocations; and

WHEREAS, on May 5th 2015 the City Council authorized the award of a construction contract to Excel Paving Company for the Atlantic Avenue Street Improvement Project (Phase I). Project No. 251-7001-6725; and

WHEREAS, the City of Cudahy entered into an agreement with Excel Paving Company on May 5, 2015; and

WHEREAS, the project is being funded through Proposition C Funds in the amount of \$61,200. Total construction cost of the project is \$62,347.50. Original construction contract amount is \$56,125. In addition, the City incurred Construction Management and Inspection (CM) costs in the amount of \$6,222.50, thus the Project Grand Total is \$62,347.50. The project difference of \$1,147.5 was funded by Prop C Monies budgeted Fiscal Year 2015-16; and

WHEREAS, if no liens or claims have been filed within the forty (40) calendar days of filing the Notice of Completion, retention and any amounts due will be released to Excel Paving Company.

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 Engineering Department has evaluated the work rendered and has deemed the project complete as of January 20, 2016; and therefore directs the City Manager to prepare a Notice of Completion and the City Clerk to file the Notice of Completion with the Los Angeles County Recorder.

SECTION 2: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 23rd day of May, 2016.

Resolution No. 16-XX
Page 2 of 2

Mayor

ATTEST:

City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Richard Iglesias, Acting City Clerk of the City of Cudahy, do hereby certify that the foregoing Resolution, being Resolution No. 16-Xx was duly passed and approved by the City Council of the City of Cudahy at a regular meeting of said Council held on the 23rd day of May, 2016, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk

THIS DOCUMENT IS IN THE INTEREST OF THE CITY OF CUDAHY AND SHOULD BE RECORDED WITHOUT FEE.

RECORDING REQUESTED BY

THE CITY OF CUDAHY, COUNTY OF LOS ANGELES

AND WHEN RECORDED MAIL TO

CITY OF CUDAHY
CITY CLERK'S OFFICE
5220 SANTA ANA STREET
CUDAHY, CA 90201

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is hereby given that a work of improvement was completed on that certain work known as: *“Atlantic Avenue Street Improvement Project (Phase I)”* in the City of Cudahy, California 90201 for the Public Works Department of the City of Cudahy, and that said job was accepted by the City on: **January 29th of 2016.**

The name of the contractor for such work of improvement was: **Excel Paving Company.**
PROJECT NUMBER 251-7001-6725

DEPARTMENT OF PUBLIC WORKS
OF THE CITY OF CUDAHY

By _____

Mayor

Date _____

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES} ss.

The undersigned, being duly sworn, says: That he is the Contracting Officer of the Department of Public Works, City of Cudahy, that he makes verification on behalf of said entity, that he has read the foregoing and knows the contents thereof, and that the facts therein stated are true.

Mayor

Subscribed and sworn to (or affirmed) before me on this ____ day of _____,
20____, by _____, proved to me on the basis of
satisfactory evidence to be the person who appeared before me.

Signature _____
Notary Public in and for said State



Item Number 5C

STAFF REPORT

Date: May 27, 2016
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Richard Iglesias, Interim Deputy City Clerk
Subject: **Creation of a Public Relations and Community Outreach Ad Hoc Committee**

RECOMMENDATION

The City Council is requested to form a Public Relations and Community Outreach Ad Hoc Committee.

BACKGROUND/ANALYSIS

1. On May 2, 2016, at the special meeting of the City Council, Councilmember Garcia requested the creation of an Ad Hoc Committee for Public Relations and Community Outreach to review opportunities to enhance the City's press releases, media management, and outreach services.
2. On May 2, 2016, City Council amended the Fiscal Year (FY) 2015-16 Mid-Year budget to include \$10,000 towards Public Relations services, and an additional \$5,000 towards Community Outreach services.

CONCLUSION

It is recommended that the City Council establish an Ad Hoc Committee for Public Relations and Community Outreach services.

FINANCIAL IMPACT

Per Fiscal Year (FY) 2015-16 Mid-Year budget amendment, \$10,000 will be allocated towards Public Relations services, and an additional \$5,000 towards Community Outreach services which will be funded through the general fund.

ATTACHMENTS

None.



Item Number 5D

STAFF REPORT

Date: May 27, 2016

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

From: Jose E. Pulido, City Manager/Executive Director
By: Isabel Birrueta, City Attorney

Subject: **Consideration to Approve the Addendum Agreement to California Cities for Self-Reliance Joint Powers Authority Agreement to Admit the City of Cudahy as a Trade Member**

RECOMMENDATION

The City Council is requested to consider the Addendum Agreement to California Cities for Self-Reliance Joint Powers Authority (JPA Authority) Agreement to Admit the City of Cudahy (City) as a Trade Member ("Addendum") and determine whether it will approve the Addendum.

BACKGROUND

1. On December 21, 1982, the voters approved Ordinance No. 297 authorizing City to issue gaming licenses to card clubs to operate within the City limits, which was later amended under Ordinance No. 336 in 1985.
2. On August 8, 1998, the City Council approved Development Review Permit No. 41.282, which allowed the construction of a casino and restaurant, known as Club Caribe, at 7617 Atlantic Avenue in the City.
3. On July 11, 2001, the California Cities for Self-Reliance Joint Powers Authority ("Authority") was established by the execution of the California Cities for Self-Reliance Joint Powers Authority Agreement by and among the City of Bell Gardens, the City of Commerce, the City of Gardena and the City of Hawaiian Gardens ("JPA") for the purpose of promoting and protecting the common economic interests of its member cities.

4. On September 12, 2006, the Authority voted to admit the City of Compton and City of Inglewood as Trade Members.
5. The Fourth Amended agreement, which is the most recent JPA, recognized the withdrawal of the City of Gardena, and elevated the status of the cities of Inglewood and Compton to Founding Members.
6. On May 11, 2009, Club Caribe ceased to operate as a casino and restaurant.
7. On October 29, 2015, the Club Caribe building was demolished due to a fire incident on June 21, 2015.
8. On April 20, 2016, the Board of the Authority voted to admit the City, as a Trade Member, to the Authority subject to the City's execution of an Addendum by the City and each of the foregoing Members of the JPA.

ANALYSIS

Although in 1982 the City passed a measure to allow for a card club casino license, it wasn't until 1998 that the Club Caribe casino and restaurant was approved by the City Council. Unfortunately, Club Caribe ceased operations 11 years later without ever joining the JPA Authority after its formation in 2001. The primary purpose of the JPA Authority is to promote and protect the common economic interests of its member cities. During the past year, the City has been actively looking for a new card club casino operator to acquire the former Club Caribe gaming license.

All JPA Authority city members are similarly unique in that each member city hosts state licensed card clubs within its local jurisdiction. By coming together to form the Authority, its member cities can better leverage financial and political resources at the state and federal levels to promote and protect its residents' shared economic interests and address timely issues such as tribal gaming and online gaming. The Authority's mission is therefore to present a united front before the legislative and executive branches of government, to educate and familiarize policy makers of the impacts of tribal casinos and online gaming in California, and to bring to the attention of lawmakers the unfairness of a potential monopoly of tribal gaming, which may have overwhelming and long term impacts on public policies, local governments, and the ability of elected officials to protect their communities.

The JPA Authority also seeks to promote business within its members' jurisdiction to achieve

the greatest benefit for their residents, as well as to protect residents from any adverse effects of any such businesses. Since the City obtained a state license to allow card tables within its City limits, it is in Cudahy's best interest to join the Authority to ensure that our City's residents and communities interests are being protected at the state and federal levels.

Pursuant to the terms of the JPA Authority agreement, the City would need to actively participate in the governance of the JPA Authority. The City Council, as a Trade Member, would have to elect one of its Council Members to serve as a Member of the Board of Directors of the Authority, who would have the right to participate in all meetings of the Board. The City would also have to elect a second Council Member to serve as an Alternate Member to the Board of Directors of the Authority, to serve in the event that its designated Council Member are unable to attend.

In order to continue advancing the interest of its member cities, an annual fee is assessed to each member city toward the coverage of the Authority's operating costs, which is typically due on July 1st of every year. Essentially, each member city's contributions go towards funding the JPA Authority, its staff, and activities to monitor current and future state and federal legislation, and other activities. Inclusively, the JPA Authority would serve as an advocate on behalf of its member cities against legislation and other activities that threaten the economic interest of the member cities. Such threats include the growth and proliferation of tribal and out-of-state gaming interests, which serve to remind and reaffirm the continued need and role of the Authority.

CONCLUSION

Staff recommends that the City Council approve the Addendum Agreement to California Cities for Self-Reliance Joint Powers Authority (JPA) Agreement to Admit the City of Cudahy as a Trade Member to ensure that the City's residents' shared economic interest in card clubs operating within the City are represented at the state and federal level.

FINANCIAL IMPACT

The JPA Authority is requesting that City the advance \$25,000 by July 1, 2016, to fund its share of the Authority's continued operations. Upon adoption of the agreement, if the City later decides that it no longer would like to be a part of the JPA Authority, it may terminate the agreement by giving each Member 30 day's written notice. There would be no further financial or legal penalty to withdraw, however, any funds paid to the JPA Authority prior to its withdrawal would not be refunded to the City.

ATTACHMENTS

- A. California Cities for Self-Reliance Joint Powers Authority Agreement (Fourth Restated and Amended)
- B. Addendum Agreement to California Cities for Self-Reliance Joint Powers Authority Agreement To Admit The City of Cudahy As A Trade Member

**CALIFORNIA CITIES FOR SELF-RELIANCE
JOINT POWERS AUTHORITY
AGREEMENT**

(Fourth Restated and Amended)

THIS JOINT POWERS AGREEMENT (“Agreement”) is made and entered into by and among the City of Bell Gardens (“Bell Gardens”), the City of Commerce (“Commerce”), the City of Compton (“Compton”), the City of Inglewood (“Inglewood”) and the City of Hawaiian Gardens (“Hawaiian Gardens”) each of which is a municipal corporation (hereafter called “Member” or “Members”).

RECITALS

A. The Founding Members to this Agreement are each authorized and empowered under California law and local ordinances to license the operation and ownership of card clubs (hereafter called “gaming establishments”), license employees to work in gaming establishments, and otherwise regulate the operation of the gaming establishments.

B. The Members to this Agreement have inherent power to act for the benefit of the health and general welfare of their residents.

C. California Government Code § 6500 *et seq.* provides that two or more public agencies may by agreement jointly exercise any powers common to them and may by that agreement create an entity, which is separate from the public agencies to the agreement.

D. The Members to this Agreement have determined, separately and jointly, that the public health and general welfare of each of the Members will be enhanced by perceiving and seeking out greater opportunities for revenues from the California gaming economy and that they each will be served by a joint exercise of their common powers as set forth herein by the formation of a separate entity, which shall be known as the California Cities For Self Reliance Joint Powers Authority (“Authority”).

NOW, THEREFORE, the Members hereto, for and in consideration of the mutual promises and agreements hereinafter stated and the performance thereof, and for other valuable and adequate consideration, do hereby promise and agree as follows:

SECTION I

DEFINITIONS

Unless the context otherwise requires, the terms defined in this Section shall have the meanings herein specified for all purposes of this Agreement.

AGREEMENT

The term *Agreement* shall mean this Agreement as it now exists or as it may from time to time be amended by the addition of signatory Members or by any supplemental agreement entered into pursuant to the provisions hereof.

AUTHORITY

The term *Authority* shall mean the California Cities for Self Reliance Joint Powers Authority created by this Agreement.

BOARD

The term *Board* shall mean the governing board of directors of the Authority as described in Section 8.

BYLAWS

The term *Bylaws* shall mean those Bylaws governing the day-to-day operations of the Authority, which the Board may adopt and amend from time to time.

FOUNDING MEMBERS

The term *Founding Members* shall mean the cities of Bell Gardens, Commerce, Compton, Inglewood and Hawaiian Gardens.

FUNDS

The term *Funds* shall mean all revenues of the Authority to pursue its purposes and to meet its ongoing obligations.

MEMBERS

The term *Member or Members* shall mean each public agency jointly exercising power pursuant to, and which is or are signatories to, this Agreement.

SUPPORTING MEMBERS

The term *Supporting Member* shall mean each public agency that supports the purposes of the Authority by becoming a signatory to this Agreement upon admission to the Authority by a majority of the Founding Members. Each Supporting Member's contributions and maximum liability under this Agreement shall be limited to the annual contribution as may be determined by the Board from time to time.

TRADE MEMBERS

The term *Trade Members* shall mean those public agencies that have licensed card clubs under California law and local ordinances, and whose card clubs are in operation, and whose membership as Trade Members have been approved by a majority of the Founding Members.

SECTION 2

PURPOSES

The purposes of the Authority created by this Agreement are as follows:

1. To exercise the powers of each Member of the Authority to assist, permit, promote, protect, regulate or support businesses within the territorial limits of each Member in order to achieve the greatest benefits for their constituents and to protect their constituents from the adverse effects of any such business;
2. To exercise local options of each Member of the Authority pertaining to gaming so as to create, increase, promote or protect communities, jobs, local economies and revenues that are affected by or derived from gaming within the territorial limits of each Member of the Authority;
3. To protect the social fabric and economy of each Member of the Authority and affected Cities from the impacts of tribal gaming and from the investors of tribal casinos who seek the creation of reservations in areas having no historic or established Indian lands;
4. To educate local, state and federal policy makers about the impacts of citing tribal casinos in California and the unfairness of the gaming monopoly granted to tribal governments in California, which has overwhelmed the ability of state and local governments to protect their communities from the impacts of tribal gaming; and
5. To pursue any other objective, program or purpose that may be exercised jointly by the Members of the Authority.

The Authority shall carry out these purposes to assure and enhance the ability of the Members to provide funding for their programs, whether housing, recreational, public safety or otherwise, from revenues generated by gaming establishments so as to promote the health, safety and welfare of the residents of each Member and from all sources to mitigate the impacts of Tribal Gaming.

SECTION 3

MEMBERS TO THE AGREEMENT

Each Member to this Agreement certifies that it intends to and does contract with all other Members which are signatories to the Agreement and with such other Members as may later be added as signatories to this Agreement. Each Member also agrees that if any Founding Member or Trade Member withdraws from the Authority, except as a joint effort to terminate the Agreement pursuant to Section 7, such withdrawal shall affect neither this Agreement nor its intent to contract with the remaining Members to carry out the purpose of this Agreement.

Members to this Agreement shall be of three classes:

- (a) Founding Members;
- (b) Trade Members; and
- (c) Supporting Members.

The Authority shall be governed by a Board of Directors selected by the governing bodies of each Founding Member. Trade Members and Supporting Members may be permitted to participate in the governance of the Authority as determined by the Founding Members upon the admission of each Trade Member and Supporting Member.

Trade Members may be admitted as Members of the Authority upon the execution of an Addendum to this Agreement whereby each Trade Member agrees to the terms of this Agreement and whereby each of the Founding Members and each Trade Member agree to such other terms as may be recommended by the Board including the nature of the voting rights, if any, to be conferred upon each Trade Member.

Supporting Members may be admitted as Members of the Authority upon an affirmative vote of a majority of the Board and upon the execution of an Addendum to this Agreement whereby each Supporting Member agrees to the terms of this Agreement. The admission of a Supporting Member shall not require any action of the governing bodies of any of the then Founding Members or Trade Members.

SECTION 4

CREATION OF THE AUTHORITY

This Agreement hereby creates a public entity to be known as the California Cities for Self Reliance Joint Powers Authority pursuant to the provisions of the Joint Exercise of Powers Act. The Authority shall be a public entity separate from the public agencies to this Agreement. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities, or obligations of any of the public agencies to this Agreement.

SECTION 5

POWER OF THE AUTHORITY; RESTRICTION UPON EXERCISE

1. The Authority shall have the powers common to its Members and is hereby authorized to do all acts necessary to accomplish its purpose, including, but not limited to, the following:

- (a) To make and enter into contracts;
- (b) To accept the assignment of contracts which relate to the purposes of the Authority and which were entered into by the Founding Members prior to formation of the Authority.
- (c) To incur debts, liabilities or other obligations which are not debts, liabilities or obligations of the Members;
- (d) To employ agents and employees;
- (e) To acquire, construct, manage, maintain and operate any building, works or improvements;
- (f) To acquire, hold, lease (as lessor or lessee) or dispose of property;
- (g) To sue and be sued in its own name; and
- (h) To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

2. The Authority shall have the power to enter into membership agreements with any public agency upon approval by the Board.

3. Each Member agrees that:

(a) It intends for the Authority to take such action or actions as may be appropriate in furtherance of its purposes consistent with the Bylaws of the Authority.

(b) Its grant of power to the Authority is to further the purposes of the Authority and shall not be deemed to limit its power to act independently of the Authority.

4. The powers of the Authority shall be exercised subject only to the restrictions upon the manner of exercising such powers as are imposed upon public agencies, as provided in California Government Code § 6509.

5. Subject to the applicable provisions of any agreement providing for the investment of monies held thereunder, the Authority shall have the power to invest any money in the treasury that is not required for the immediate necessities of the Authority, as the Authority determine is advisable, in the same manner as local agencies pursuant to California Government Code § 53601 et seq.

SECTION 6

COOPERATION

1. Each Member agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and the intent of this Agreement.

2. Each Member further agrees to refrain from taking any actions that would, to its knowledge, tend to adversely affect the carrying out the Purpose of the Authority.

SECTION 7

TERM; DISTRIBUTION OF ASSETS

1. The Authority shall have an initial term (“Initial Term”) from July 11, 2001, the Effective Date of the original Agreement that created this Authority, to July 10, 2017. Thereafter, the Initial Term shall be extended for successive terms of two (2) years each (“Extended Term”) unless any Member gives written notice of non-renewal to each of the other Members six (6) months prior to the expiration of the Initial Term or any Extended Term. In the event a Member gives notice of non-renewal, the term will renew for a successive term of two (2) years but the Member giving such notice shall cease to be a Member of the Authority. Any Member shall have the ability to withdraw from the Authority by giving each Member thirty (30) days written notice of its intention to withdrawal. Such withdrawal shall become effective on the thirtieth (30) day following the date that the Notice was sent.

2. Upon termination of the Agreement, or withdrawal of any Founding Member, all assets of the Authority shall be distributed to the respective grantors or assignors in proportion to their respective contributions.

3. Upon termination, this Agreement and the Authority shall continue to exist for the limited purpose of distributing the assets of the Authority and all other functions necessary to close out the affairs of the Authority.

SECTION 8

GOVERNING BOARD

1. The Authority shall be governed by a Board of Directors comprised of one city council member (“Director”) from each Founding Member under that Founding Member’s regular method of appointment. Each Director who was selected prior to the Effective Date shall be ratified by each Founding Member within thirty (30) days following execution of this Agreement.

2. Each Founding Member also shall appoint a second city council member (“Alternate Director”) from each Founding Member under the Founding Member’s regular method of appointment. When the Director is not able to attend a meeting of the Board of Directors or otherwise participate in the affairs of the Board of Directors, the Alternate Director shall serve in the place of the Director with full authority. Each Director and Alternate Director shall serve at the pleasure of his or her Mayor, City Council or other appointing authority.

3. The members of the Board of Directors shall receive such compensation for their services and reimbursement of expenses as may be determined by Ordinance of the Authority from time to time. However, a Director may refuse to accept such compensation or reimbursement, or part thereof.

SECTION 9

MEETINGS OF THE BOARD

1. The Board shall hold, at a minimum, quarterly meetings (“Quarterly Meetings”) on or about January 30, April 30, July 30, and October 30 each year and, by resolutions, may provide for the holding of regular meetings at more frequent intervals. Location of Quarterly Meetings shall rotate from one Founding Member’s City Hall to the others, or at such other place and upon a date and hour as may be fixed from time to time by resolution of the Board.

2. Special meetings of the Board may be called in accordance with the provisions of California Government Code § 54950, *et seq.* All meetings of the Board shall be called, noticed,

held, and conducted subject to the provisions of the Ralph M. Brown Act, California Government Code § 54950, *et seq.*

3. The Secretary of the Authority shall be responsible for keeping minutes of all meetings of the Board of Directors, except closed sessions, and shall, as soon as practicable after each meeting, distribute copies of the minutes to each member of the Board and to each Member.

4. The attendance of a majority of the Board shall constitute a quorum for the transaction of business. A majority vote of the Board shall be necessary to take Board action, except that less than a quorum may adjourn from time to time.

5. Each Founding Member shall have one vote on the Board of Directors. Each Trade Member may have a vote on the Board of Directors provided that such vote is extended to the Trade Member by the Founding Members upon the admission of such Trade Member. A Supporting Member shall not have a vote on the Board of Directors. However, each Trade Member and each Supporting Member shall have the right to send a representative to the meetings of the Board and said representatives shall have the right to participate at said meetings.

SECTION 10

OFFICERS; DUTIES

1. The Board shall elect a Chairperson, a Vice-Chairperson and a Secretary of the Authority from among Directors.

(a) The Chairperson shall preside at all meetings, sign documents as may be necessary for the proper functioning of the Authority, and perform such other duties as may be imposed by the Board of Directors.

(b) The Vice-Chairman shall take the place of the Chairperson in the absence of the Chairperson and perform such other duties as may be imposed by the Board of Directors.

(c) The Secretary shall cause the minutes to be kept of all meetings, except closed sessions, and to be distributed to the Members and each of the members of the Board of Directors and perform such other duties as may be imposed by the Board of Directors.

2. The Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor or Controller of the City of Commerce provided that the Board reserves the right to appoint the Treasurer and the Auditor or Controller of another Founding Member. The Board also reserves the right to appoint a certified public accountant to serve as the Treasurer of the Authority.

3. The Treasurer and the Auditor or Controller shall be responsible for keeping all Funds and providing accurate records of how such Funds are spent, and shall have the powers, duties, and responsibilities specified in California Government Code § 6505.5.

4. The Treasurer and Auditor or Controller of the Authority is designated as the public officers or persons who have charge of, handle, or have access to any property of the Authority, and as such, shall file a fidelity bond with the Secretary of the Authority in an amount to be fixed by the Board. The cost of such bond shall be a proper charge against the Authority. To the extent permitted by an existing fidelity bond, the Treasurer and Auditor or Controller may satisfy this requirement by filing a fidelity bond obtained in connection with another public office, if the amount of that bond equals or exceeds the bond amount established by the Board of Directors.

SECTION 11

FISCAL YEAR

The fiscal year of the Authority shall be the period from July 1 of each year through the following June 30, except for the first fiscal year, which shall be the period from the date of this Agreement to June 30, 2001.

SECTION 12

ADMINISTRATION

1. The Office of Executive Director of the Authority is hereby created. The Executive Director shall have the authority and responsibility to perform all executive and administrative functions of the Authority subject to the direction of the Board of Directors. Said functions shall include, without limitation, all day-to-day operations of the Authority to achieve its purposes and the direction and supervision of the employees of the Authority. The Board of Directors retains unto itself all legislative and judicial duties, functions and powers of the Authority not expressly delegated herein including, without limitation, the authority to enter into contracts, and convey and accept real property.

2. The Executive Director shall be appointed for a definite term by a majority vote of the Board of Directors and shall serve at the pleasure of the Board. The Board shall select the Executive Director on the basis of the abilities and qualifications of the person so appointed with emphasis on actual experience in the purposes for which the Authority was formed. The Executive Director shall receive such compensation and expense allowances as the Board shall determine, and such compensation shall be a proper charge against the funds of the Authority. The Board may enter into an employment agreement with the Executive Director that delineates the terms and conditions of his or her employment provided that said terms and conditions are not contrary to the provisions hereof.

3. The Executive Director shall take direction from the Board of Directors only through and at a duly convened meeting of the Board. For this purpose, the Chairperson or any Director may request any proposed direction to the Executive Director to be placed on the agenda for consideration and action by the Board at its next regularly scheduled meeting. The Board may direct the Executive Director on all matters within its jurisdiction. Neither the Chairperson nor any Director shall give any direction to the Executive Director except as provided herein. However, the Chairperson and each Director may inquire of the Executive Director on any matter pertaining to the affairs and operations of the Authority or the performance of the duties of the Executive Director. Also, the Chairperson and Directors may discuss or suggest anything pertaining to the affairs and operation of the Authority with the Executive Director.

4. The Board of Directors may remove the Executive Director at any time upon a majority vote of the Board subject to the payment of any severance provided in the employment agreement with the Executive Director. The Board may remove the Executive Director, in its sole discretion, and its action shall be final and shall not depend upon any particular showing.

5. The Executive Director, before entering upon the duties of that office, shall take the oath of office as provided for in the constitution of this state, and shall file the same with the Secretary of the Board.

6. The Executive Director shall be an employee of the Authority for purposes of the Governmental Tort Claims Act who shall retain all immunities and rights thereunder.

SECTION 13

BONDS

The Authority shall not have the power to issue bonds or other forms of indebtedness authorized by law.

SECTION 14

AGREEMENT NOT EXCLUSIVE

1. This Agreement is not the exclusive means that a Member may use to perform its legal responsibilities as they relate to regulating the Card Clubs. Each of the Members reserves the right to carry out other programs, as it may deem appropriate to accomplish the purposes of the Authority.

2. This Agreement does not alter the terms of other agreements, which may exist between any Members hereto except as expressly provided herein.

SECTION 15

CONTRIBUTIONS, ADVANCES, PRIOR EXPENSES

The Authority may receive contributions or advances of funds and of personnel, services, equipment or property to the Authority for any of the purposes of this Agreement. An advance may be made subject to repayment and in such case shall be repaid in the manner agreed upon by the contributor and the Authority at the time of the advance.

SECTION 16

ACCOUNTING AND REPORTING

1. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting practice. The books and records of the Authority shall be open to inspection by the Cities upon reasonable notice and during normal business hours.

2. The Authority shall cause an independent audit by a certified public accountant to be made of its books and accounts each year. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under California Government Code § 26909 or its successor statute and shall conform to generally accepted auditing standards. The audit shall be provided to the Cities within five (5) months after the close of each fiscal year.

3. Any cost of the audit, including contracts with certified public accountants, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for such purpose. If the Authority does not have adequate funds to pay the cost of the audit, the Founding Members and Trade Members shall pay their pro rata shares of the audit expense. A Member's pro rata share shall be one divided by the total number of Founding Members and Trade Members, multiplied by 100 percent.

SECTION 17

BREACH

1. If any Member shall default on any covenant or condition contained in this Agreement or Resolution of the Board of Directors, such default shall not excuse the defaulting Member from fulfilling its obligations under this Agreement or such resolution and all Members shall continue to be responsible for the performance of all conditions and covenants of this Agreement and any such resolution; except that Supporting Members shall not be liable for any costs or expenses other than their annual contribution. If such defaulting City fails to cure, or to commence to cure, such breach within thirty (30) days of receiving notice thereof from the Board, then the Board shall have the option, but not the obligation, to terminate the membership of the Defaulting Member.

2. The Members declare that this Agreement is entered into for the benefit of the California Cities for Self-Reliance Joint Powers Authority and grant to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the Members.

3. Each and all of the remedies given to the Authority by this Agreement or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to exercise any or all other remedies.

SECTION 18

LIABILITY, INSURANCE, AND INDEMNIFICATION

1. No Member shall be liable for any indebtedness of the Authority except that which is consented to by the governing body of each Member. All persons dealing with or having a claim against the Authority are hereby notified that no Member to this Agreement is liable for the debts of the Authority.

2. The Board may maintain appropriate insurance to protect the Members from such liabilities and obligations. The cost of such insurance shall be paid on a pro rata basis by the Founding Members and Trade Members. The pro rata share of each Founding Member and Trade Member shall be one divided by the total number of Founding Member and Trade Member, multiplied by 100 percent.

3. Each of the Members shall defend, indemnify and hold each of the other Members and the Authority harmless from, or as a result of, the death of any person, or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall be caused or contributed to by any acts done or any errors or omission of the indemnifying Member or its officers, agents, servants, employees or contractors during the course of carrying out this Agreement.

SECTION 19

SEVERABILITY

If any part, term or provision of the Agreement is determined by a court of law to be illegal or in conflict with any law of the State of California or otherwise unenforceable, the validity of the remaining parts, terms or provisions shall not be affected.

SECTION 20

SUCCESSORS; ASSIGNMENT

1. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members.
2. Except to the extent expressly provided in this Agreement, a Member may not assign any right or obligation hereunder without the consent of the Board.

SECTION 21

AMENDMENT

This Agreement may only be amended by a written amendment to this Agreement executed by a majority of the Founding Members and any Trade Member extended that right by the Founding Members upon the admission of the Trade Member.

SECTION 22

FORM OF APPROVALS

1. Whenever an approval is required by this Agreement, unless the context specified otherwise, it shall be given by resolution duly and regularly adopted by the Member whose consent is required.
2. Whenever an approval is required by the Authority, it shall be by resolution duly and regularly adopted by the Board unless the Executive Director can give such approval.

SECTION 23

SECTION TITLES

Section titles in this Agreement are for convenience or reference only and are not intended to define or limit the scope of any provisions of the Agreement.

SIGNATURES

Each Member signs this Agreement by the properly designated Officer of each Member; and when so signed by Each Member, this Agreement shall be the effective on October 1, 2015. Each Member may sign the signature page of this Agreement separately; and once each Member

has signed its respective signature page, this Agreement shall be effective and shall constitute the whole Agreement of the Members.

**CITY OF BELL GARDENS,
A Municipal Corporation**

**CITY OF COMMERCE,
A Municipal Corporation**

By: _____

By: _____

Its Mayor

Its Mayor

Date: _____

Date: _____

Attest: City Clerk

Attest: City Clerk

By: _____

By: _____

Approve: City Attorney

Approve: City Attorney

By: _____

By: _____

**CITY OF COMPTON,
A Municipal Corporation**

**CITY OF INGLEWOOD,
A Municipal Corporation**

By: _____

Its Mayor

Date: _____

Attest: City Clerk

By: _____

Approve: City Attorney

By: _____

By: _____

Its Mayor

Date: _____

Attest: City Clerk

By: _____

Approve: City Attorney

By: _____

**CITY OF HAWAIIAN GARDENS,
A Municipal Corporation**

By: _____

Its Mayor

Date: _____

Attest: City Clerk

By: _____

Approve: City Attorney

By: _____

**ADDENDUM AGREEMENT TO
CALIFORNIA CITIES FOR SELF-RELIANCE
JOINT POWERS AUTHORITY AGREEMENT
TO ADMIT THE CITY OF CUDAHY AS A TRADE MEMBER**

This Addendum Agreement (“Addendum”) to the California Cities for Self-Reliance Joint Powers Authority Fourth Restated and Amended Agreement is made and entered into by and between the City of Bell Gardens, the City of Commerce, the City of Compton, the City of Inglewood, the City of Hawaiian Gardens and the City of Cudahy.

RECITALS

A. The California Cities for Self-Reliance Joint Powers Authority (“Authority”) was established on July 11, 2001 by the execution of the California Cities for Self-Reliance Joint Powers Authority Agreement by and among the City of Bell Gardens, the City of Commerce, the City of Gardena and the City of Hawaiian Gardens (“Agreement”). Since then, the City of Compton and the City of Inglewood were added as Members of the Authority and the City of Gardena withdrew as a Member of the Authority.

B. The California Cities for Self-Reliance Joint Powers Authority Agreement has been Restated and Amended several times the most recent of which is the Fourth Restated and Amended Joint Powers Authority Agreement by and among the City of Bell Gardens, the City of Commerce, the City of Compton, the City of Inglewood and the City of Hawaiian Gardens (hereafter “Restated Agreement”).

C. Section 3 of the Restated Agreement provides for the admission of Trade Members as Members of the Authority upon the execution of an Addendum to the Restated Agreement whereby each Member of the Authority and the proposed Trade Member agree to the admission and the terms of the Restated Agreement and to such other terms as may be recommended by the Board including the nature of voting rights to be conferred upon the proposed Trade Member.

D. The City Council of the City of Cudahy desires to be admitted to the California Cities for Self-Reliance Joint Powers Authority.

E. The Board of Directors of the California Cities for Self-Reliance Joint Powers Authority has voted to admit the City of Cudahy, as a Trade Member, to the California Cities for Self-Reliance Joint Powers Authority subject to the execution of this Addendum by the City of Cudahy and each of the foregoing Members of the Authority.

NOW, THEREFORE, the parties hereto agree as follows:

1. The recitals hereto are true and correct.

2. The entire Restated Agreement is incorporated herein and made a part hereof.

3. The City of Bell Gardens, the City of Commerce, the City of Compton, the City of Inglewood and the City of Hawaiian Gardens, Members of the Authority, agree to admit the City of Cudahy, as a Trade Member, to the California Cities for Self-Reliance Joint Powers Authority. Each foregoing Member also acknowledges and agrees as follows:

- (a) The Authority shall be governed by a Board of Directors selected by the governing body of each Founding Member and of the City of Cudahy, as provided in Section 3 of the Restated Agreement.
- (b) The Authority shall be governed by a Board of Directors comprised of one city council member elected by each Founding Member and each Trade Member, notwithstanding Section 8 of the Restated and Amended Agreement.
- (c) The Cudahy City Council, as a Trade Member, shall have the right to elect one of its council members to serve as a Member of the Board of Directors of the Authority who shall have the right to participate in all meetings of the Board and to elect a second of its council members to serve as an Alternate Member to the Board of Directors of the Authority.

4. The City of Cudahy agrees to be bound by each of the terms and conditions of the Restated Agreement and the Bylaws of the California Cities for Self-Reliance Joint Powers Authority as though it had duly executed the originals thereof. In addition, the City of Cudahy agrees that:

- (a) It will participate actively in the governance of the Authority.
- (b) It will designate one of its City Council Members to attend each meeting of the Board of Directors of the Authority.
- (c) It will designate an alternate Council Member to attend such meetings in the event its designated Council Member is unable to attend any meeting of the Board of Directors.

5. Each party hereto enters into this Addendum on the date its Presiding Officer signs it; and this Addendum shall be effective on the date that it is last signed by a Presiding Officer of every party hereto.

6. Each party hereto understands and agrees that this Addendum effectively modifies the Restated Agreement in that the City of Cudahy is hereby added as a Trade Member to the Authority and is hereby deemed to have signed the Restated Agreement.

7. Each party may sign this Addendum on a separate page and each such signature page shall constitute the whole hereof.

CITY OF BELL GARDENS

By: _____
Jennifer Rodriguez
Its Mayor

Date: _____

Attest: City Clerk

By: _____
Rosalia Conde

Approved: City Attorney

By: _____
Arnold M. Alvarez-Glasman

CITY OF COMPTON

By: _____
Aja Brown
Its Mayor

Date: _____

Attest: City Clerk

By: _____
Alita Godwin

Approved: City Attorney

By: _____
Craig J. Cornwell

CITY OF COMMERCE

By: _____
Lilia R. Leon
Its Mayor

Date: _____

Attest: City Clerk

By: _____
Lena Shumway

Approved: City Attorney

By: _____
Eduardo Olivo

CITY OF INGLEWOOD

By: _____
James T. Butts, Jr.
Its Mayor

Date: _____

Attest: City Clerk

By: _____
Yvonne Horton

Approved: City Attorney

By: _____
Kenneth Campos

CITY OF HAWAIIAN GARDENS

CITY OF CUDAHY

By: _____
Barry Bruce
Its Mayor

By: _____
Cristian Markovich
Its Mayor

Date: _____

Date: _____

Attest: City Clerk

Attest: City Clerk

By: _____
Sue Underwood

By: _____
Laura Valdivia

Approved: City Attorney

Approved: City Attorney

By: _____
Omar Sandoval

By: _____
Rick R. Olivarez