

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



CUDAHY CITY
COUNCIL CHAMBERS
5240 Santa Ana Street
Cudahy, CA 90201
Phone: (323) 773-5143
Fax: (323) 771-2072

AGENDA

A REGULAR MEETING
OF THE CUDAHY CITY COUNCIL
And JOINT MEETING Of The
CITY OF CUDAHY AS SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
Monday, June 8, 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 City Clerk's Office at (323) 773-5143 at least 72 hours in advance of the meeting.

1. CALL TO ORDER

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

- A. Presentation on Canvassing Effort by Department of Animal Care and Control**
- B. Presentation by Los Angeles County Public Library by Jose Parra**
- C. Presentation of Draft FY 2015-16 City Budget by Finance Director**

5. ORAL COMMUNICATIONS

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

6. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS

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

7. CITY MANAGER REPORT (information only)

8. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

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

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

9. 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. Consideration to Approve the City Demands and Payroll Including Cash and Investment Report for the Month of April 2015

Presented by Finance Director

Recommendation: Approve the Demands and Payroll in the Amount of \$1,191,614.05 Including Cash and Investment Report by Fund for the Month of April 2015.

- B. Consideration to Approve the Local Agency Investment Fund (LAIF) Report for the Month of April 2015

Presented by Finance Director

Recommendation: Approve the Local Agency Investment Fund (LAIF) Report for the Month of April 2015 in the amount of \$6,170,945.82.

- C. Consideration to Approve a First Amendment to the Professional Services Agreement with HR Dynamics & Performance Management for Human Resources Consulting Services

Presented by Acting Human Resources Specialist

Recommendation: Approve a First Amendment to the Professional Services Agreement with HR Dynamics & Performance Management for human resources consulting services.

- D. Consideration to Approve a Second Amendment to the Professional Services Agreement with HR Dynamics & Performance Management for Professional Management Consulting Services

Presented by Acting Human Resources Specialist

Recommendation: Approve a Second Amendment to the Professional Services Agreement with HR Dynamics & Performance Management for professional management consulting services.

- E. Consideration to Approve Resolution No. 15-20, Adopting Fringe Benefits and Salary Plan Establishing Provisions for All Full-Time Employees, Hourly Employees, and Appointed Officials

Presented by Acting Human Resources Specialist

Recommendation: Approve Resolution No. 15-20, adopting a Fringe Benefits and Salary Plan establishing provisions for all full-time employees, hourly employees, and appointed officials, consistent with Cudahy Municipal Code Chapter 2.04.070.

10. PUBLIC HEARING

- A. Public Hearing Regarding Increased Fees for the Handling of Solid Waste and Recyclable Materials Against Residential and Commercial Properties Within the City

Presented by Finance Director

- Recommendation:** (1) Adopt Resolution No. 15-21, Levy Fees for the Handling of Solid Waste and Recyclable Materials Against Residential Properties Within the City.
- (2) Receive and file request from Consolidated Disposal Service, LLC, to increase fees for the handling of solid waste and recyclable materials against residential properties and commercial customers within the City.

11. CITY COUNCIL BUSINESS SESSION

A. Review of Resolution No. 14-77, City-wide Overnight Pilot Parking Program

Presented by Acting Community Development Director

- Recommendation:** (1) Review the results of the City-wide Overnight Pilot Parking Program approved by Resolution No. 14-77.
- (2) Provide direction on program modifications, continued implementation, and next steps:
- a. Modified/simplified eligibility qualifications
 - b. Extension of program to June 30, 2016
 - c. Terminate pilot program

B. Consideration of Introducing Ordinance No. 649 by First Reading Amending Cudahy Municipal Code Chapter 3.16 Pertaining to the City's Purchasing and Sale of Services, Supplies, and Equipment

Presented by Finance Director

- Recommendation:** Introduce Ordinance No. 649 by First Reading, amending Cudahy Municipal Code Chapter 3.16 pertaining to purchasing and sale of services, supplies, and equipment.

12. COUNCIL DISCUSSION

A. Discussion on Citations/Fee Increase (Sanchez)

B. Discussion on the Creation of Volunteer Council Liaison Position for City Sports Programs (Garcia)

- a. Liaison will work with recreation and sports staff to recommend and develop new programs for consideration to City Council.
- b. Liaison will be a community volunteer who will participate in special events related to sports programs.

- C. Discussion on Rental Property License Permit and Outstanding Fees (Sanchez)
- D. Discussion on Reassignment of Council Members and Committees/Boards (Hernandez)

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

- A. Closed Session Pursuant to Government Code Section 54957.6(a) – Conference with Labor Negotiator Regarding Represented Employees City’s Designated Representative(s) for Negotiations: Jose Pulido, City Manager, Laurie LoFranco and Oliver Yee, Special Counsel Employee Organization: Cudahy Miscellaneous Employees Association (CMEA)
- B. 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 – [Two (2) Matters] - This Matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency.
- C. 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) potential matter]
- D. Closed Session Pursuant to Government Code Section 54956.9(d)(4) - Conference with Legal Counsel – Anticipated Litigation/Initiation of Litigation (Deciding Whether to Initiate Litigation): [One (1) potential matter]

RECONVENE TO OPEN SESSION

15. CLOSED SESSION ANNOUNCEMENT

16. PUBLIC COMMENT

(Mayor: This is the time set aside for citizens to address the City Council/Agency **on matters under the City Council’s jurisdiction**. Anyone wishing to speak, please fill out the form located at the

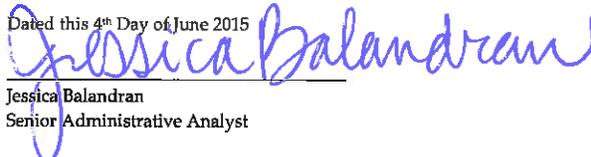
Council Chambers entrance and submit it to the City Clerk. Speakers that submitted comment cards within the first 20 minutes of the meeting will be permitted to speak. Pursuant to Government Code section 54954.3(b), time limits are placed on the public comment period. The Mayor will announce when public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

17. ADJOURNMENT

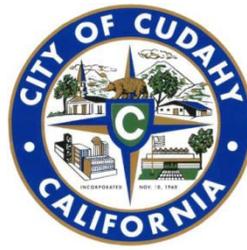
Cudahy City Council/Agency will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Monday, June 22, 2015 at 6:30 p.m.

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

Dated this 4th Day of June 2015



Jessica Balandran
Senior Administrative Analyst



Item Number 9A

STAFF REPORT

Date: June 8, 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 the City Demands and Payroll Including Cash and Investment Report for the Month of April 2015**

RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of \$1,191,614.05 including Cash and Investment Report by Fund for the month of April 2015.

BACKGROUND

1. On July 13, 1993, Ordinance 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 April 2015, the following demands and payroll have been audited by the Finance Department:

Demands	\$937,012.80	(Attachment A)
Payroll Warrants	\$120,554.22	(Attachment B)
	\$ 71,308.12	(Attachment B)
	\$ 61,833.56	(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 April 2015

(Attachment C) indicate that the Cash and Investment balance was sufficient to apply to the disbursements for the month of April 2015.

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

CONCLUSION

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

FINANCIAL IMPACT

The Cash and Investment Report by Fund (Attachment C) indicates how the total disbursements of \$1,191,614.05 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 April 2015

Check Register Report

Date: 05/27/2015

Time: 7:48 am

Page: 1

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount										
38385	04/09/2015	0001 Printed	AAA BURGLAR ALARM CO, QUARTERLY ALARM MONITOR	1,471.00 0.00	1,471.00										
				Check Amount	1,471.00										
<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>26697</td> <td>001-4020-6720.000</td> <td>1,471.00</td> <td>0.00</td> <td>1,471.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26697	001-4020-6720.000	1,471.00	0.00	1,471.00
Ref#	GL Number	Gross	Discount	Amount											
26697	001-4020-6720.000	1,471.00	0.00	1,471.00											
38386	04/09/2015	1778 Printed	ALL CITY MANAGEMENT CROSSING GUARD MAR 1 - MAR 14	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>26705</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	26705	001-4520-6730.000	2,007.60	0.00	2,007.60
Ref#	GL Number	Gross	Discount	Amount											
26705	001-4520-6730.000	2,007.60	0.00	2,007.60											
38387	04/09/2015	9603 Printed	ALLY 2010 GMC SIERRA TRUCK	482.90 0.00	482.90										
				Check Amount	482.90										
<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>26700</td> <td>257-4780-6393.000</td> <td>482.90</td> <td>0.00</td> <td>482.90</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26700	257-4780-6393.000	482.90	0.00	482.90
Ref#	GL Number	Gross	Discount	Amount											
26700	257-4780-6393.000	482.90	0.00	482.90											
38388	04/09/2015	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERVICE	80.14 0.00	80.14										
				Check Amount	80.14										
<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>26720</td> <td>001-4020-6390.000</td> <td>80.14</td> <td>0.00</td> <td>80.14</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26720	001-4020-6390.000	80.14	0.00	80.14
Ref#	GL Number	Gross	Discount	Amount											
26720	001-4020-6390.000	80.14	0.00	80.14											
38389	04/09/2015	0057-2 Printed	AT & T PHONE SERVICE LANDLINE PHONE FEB 25 -MAR 24	264.59 0.00	264.59										
				Check Amount	264.59										
<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>26721</td> <td>001-4020-6390.000</td> <td>264.59</td> <td>0.00</td> <td>264.59</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26721	001-4020-6390.000	264.59	0.00	264.59
Ref#	GL Number	Gross	Discount	Amount											
26721	001-4020-6390.000	264.59	0.00	264.59											
38390	04/09/2015	8399 Printed	CABRERA JESSE UMPIRE MARCH 2015	351.00 0.00	351.00										
				Check Amount	351.00										
<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>26714</td> <td>001-4350-6230.000</td> <td>351.00</td> <td>0.00</td> <td>351.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26714	001-4350-6230.000	351.00	0.00	351.00
Ref#	GL Number	Gross	Discount	Amount											
26714	001-4350-6230.000	351.00	0.00	351.00											
38391	04/09/2015	10188 Printed	CABRERA RAYMOND UMPIRE MARCH 2015	84.00 0.00	84.00										
				Check Amount	84.00										
<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>26711</td> <td>001-4350-6230.000</td> <td>84.00</td> <td>0.00</td> <td>84.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26711	001-4350-6230.000	84.00	0.00	84.00
Ref#	GL Number	Gross	Discount	Amount											
26711	001-4350-6230.000	84.00	0.00	84.00											
38392	04/09/2015	6045 Printed	CONTRERAS GARDEN SUPPLY PURCHASED WEED WACKER	369.00 0.00	369.00										
				Check Amount	369.00										
<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>26716</td> <td>001-4410-6770.000</td> <td>369.00</td> <td>0.00</td> <td>369.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26716	001-4410-6770.000	369.00	0.00	369.00
Ref#	GL Number	Gross	Discount	Amount											
26716	001-4410-6770.000	369.00	0.00	369.00											
38393	04/09/2015	5552 Printed	CUDAHY AUTO CENTER REPLACED BATTERY VEH NO. 10	119.89 0.00	119.89										
				Check Amount	119.89										
<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></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount					
Ref#	GL Number	Gross	Discount	Amount											

Check Register Report

Date: 05/27/2015

Time: 7:48 am

Page: 3

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	26699	001-4020-6385.000		35.01 0.00	35.01
				Check Amount	35.01
38402	04/09/2015	6087 Printed	FIRST AMERICAN DATA TREE SERVICE RENDERED MARCH 2015	99.00 0.00	99.00
				Check Amount	99.00
	Ref#	GL Number	Gross	Discount	Amount
	26706	001-4215-6080.000	99.00	0.00	99.00
38403	04/09/2015	5139-1 Printed	GAONA CHUCK UMPIRE MARCH 2015	309.00 0.00	309.00
				Check Amount	309.00
	Ref#	GL Number	Gross	Discount	Amount
	26710	001-4350-6230.000	309.00	0.00	309.00
38404	04/09/2015	0126-1 Printed	GOLDEN STATE WATER COMPANY WATER SERVICE FEB 24 - MAR 23	1,409.73 0.00	1,409.73
				Check Amount	309.00
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	26724	001-4020-6395.000	1,409.73	0.00	1,409.73
38405	04/09/2015	2724 Printed	HOME DEPOT CREDIT SERVICES HARDWARE AND SUPPLIES	1,362.09 0.00	1,362.09
				Check Amount	1,409.73
	Ref#	GL Number	Gross	Discount	Amount
	26717	001-4410-6389.000	25.26	0.00	25.26
	26717	201-4425-6150.000	419.95	0.00	419.95
	26717	280-7008-6720.000	59.99	0.00	59.99
	26717	001-4410-6140.000	330.78	0.00	330.78
	26717	001-4020-6060.000	34.15	0.00	34.15
	26717	001-4020-6010.000	491.96	0.00	491.96
38406	04/09/2015	9723 Printed	IT SYSTEMHOUSE, INC. IT OUTSOURCING SERV MARCH 2015	3,200.00 0.00	3,200.00
				Check Amount	3,200.00
	Ref#	GL Number	Gross	Discount	Amount
	26707	001-4020-6720.000	3,200.00	0.00	3,200.00
38407	04/09/2015	2378 Printed	ITL, INC. FUEL	806.52 0.00	806.52
				Check Amount	806.52
	Ref#	GL Number	Gross	Discount	Amount
	26684	001-4410-6040.000	101.85	0.00	101.85
	26684	001-4530-6040.000	146.29	0.00	146.29
	26684	201-4425-6040.000	44.49	0.00	44.49
	26694	001-4530-6040.000	182.29	0.00	182.29
	26694	201-4425-6040.000	172.10	0.00	172.10
	26694	001-4410-6040.000	159.50	0.00	159.50
38408	04/09/2015	4553 Printed	J. V. PRINTING PROCLAMATION PAPER	1,111.80 0.00	1,111.80
				Check Amount	806.52
	Ref#	GL Number	Gross	Discount	Amount
	26689	001-4020-6080.000	523.20	0.00	523.20

Check Register Report

Date: 05/27/2015

Time: 7:48 am

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	26702	001-4020-6080.000		588.60	0.00
				588.60	
				1,111.80	
38409	04/09/2015	9668 Printed	KONICA MINOLTA BUSINESS KONICA MINOLTA COPIER	236.38	236.38
				0.00	
				236.38	
				236.38	
				0.00	
				236.38	
38410	04/09/2015	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT LAW ENFORCEMENT SERVICES	1,805.74	1,805.74
				0.00	
				1,805.74	
				1,805.74	
				0.00	
				1,805.74	
				0.00	
				1,805.74	
38411	04/09/2015	6038 Printed	LGP EQUIPMENT RENTALS RENTAL LAWN AERATOR	94.05	94.05
				0.00	
				94.05	
				94.05	
				0.00	
				94.05	
38412	04/09/2015	10194 Printed	MAGANA GARCIA CECILIA ZUMBA INSTRUCTOR	2,180.00	2,180.00
				0.00	
				2,180.00	
				2,180.00	
				0.00	
				2,180.00	
38413	04/09/2015	10080 Printed	MAIL FINANCE POSTAGE MACHINE JAN 23 -APR 22	285.61	285.61
				0.00	
				285.61	
				285.61	
				0.00	
				285.61	
38414	04/09/2015	5072 Printed	MARIA SANTIAGO VICTOR REIMBURSEMENT EASTER SUPPLIES	108.99	108.99
				0.00	
				108.99	
				108.99	
				0.00	
				108.99	
38415	04/09/2015	9681 Printed	MORENO YAID UMPIRE MARCH 2015	154.00	154.00
				0.00	
				154.00	
				154.00	
				0.00	
				154.00	
38416	04/09/2015	10081 Printed	NEOFUNDS BY NEOPOST POSTAGE	354.58	354.58
				0.00	
				354.58	
				354.58	
				0.00	
				354.58	

Check Register Report

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
38417	04/09/2015	10137 Printed	PACHECO ROSARIO BALLET INSTRUCTOR	1,000.00 0.00	1,000.00
				Check Amount	1,000.00
38418	04/09/2015	5537 Printed	PSI PRINTING SYSTEM INC. PAYROLL CHECKS 19501-20500	171.90 0.00	171.90
				Check Amount	171.90
38419	04/09/2015	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILLS	110.70 0.00	110.70
				Check Amount	110.70
38420	04/09/2015	0071 Printed	THE GAS COMPANY NATURAL GAS - 5220 SANTA ANA	106.26 0.00	106.26
				Check Amount	106.26
38421	04/09/2015	10026 Printed	TRIMMING LAND COMPANY, INC. GRID TRIMMING	2,610.00 0.00	2,610.00
				Check Amount	2,610.00
38422	04/09/2015	10099 Printed	TRUJILLO VICTOR UMPIRE MARCH 2015	170.00 0.00	170.00
				Check Amount	170.00
38423	04/09/2015	9542 Printed	ZARAGOZA SERGIO UMPIRE MARCH 2015	258.00 0.00	258.00
				Check Amount	258.00
38424	04/15/2015	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERVICE	47.07 0.00	47.07
				Check Amount	47.07

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BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																				
38425	04/15/2015	0057-2 Printed	AT & T PHONE SERVICE LANDLINE PHONE FEB 28 -MAR 27	1,835.42 0.00	1,835.42																				
				Check Amount	1,835.42																				
<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>26730</td> <td>001-4020-6390.000</td> <td>1,835.42</td> <td>0.00</td> <td>1,835.42</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26730	001-4020-6390.000	1,835.42	0.00	1,835.42										
Ref#	GL Number	Gross	Discount	Amount																					
26730	001-4020-6390.000	1,835.42	0.00	1,835.42																					
38426	04/15/2015	10133 Printed	AVANT-GARDE, INC. LABOR COMPLIANCE CONSULTANT	375.00 0.00	375.00																				
				Check Amount	375.00																				
<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>26732</td> <td>510-7053-6725.000</td> <td>375.00</td> <td>0.00</td> <td>375.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26732	510-7053-6725.000	375.00	0.00	375.00										
Ref#	GL Number	Gross	Discount	Amount																					
26732	510-7053-6725.000	375.00	0.00	375.00																					
38427	04/15/2015	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT CONSULTING SERV MAR 29 -APR 11	6,460.00 0.00	6,460.00																				
				Check Amount	6,460.00																				
<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>26729</td> <td>610-4930-6720.000</td> <td>2,550.00</td> <td>0.00</td> <td>2,550.00</td> </tr> <tr> <td>26729</td> <td>001-4011-6720.000</td> <td>2,210.00</td> <td>0.00</td> <td>2,210.00</td> </tr> <tr> <td>26729</td> <td>001-4930-6391.000</td> <td>1,700.00</td> <td>0.00</td> <td>1,700.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26729	610-4930-6720.000	2,550.00	0.00	2,550.00	26729	001-4011-6720.000	2,210.00	0.00	2,210.00	26729	001-4930-6391.000	1,700.00	0.00	1,700.00
Ref#	GL Number	Gross	Discount	Amount																					
26729	610-4930-6720.000	2,550.00	0.00	2,550.00																					
26729	001-4011-6720.000	2,210.00	0.00	2,210.00																					
26729	001-4930-6391.000	1,700.00	0.00	1,700.00																					
38428	04/15/2015	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILLS	242.72 0.00	242.72																				
				Check Amount	242.72																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26731</td> <td>001-4020-6318.000</td> <td>150.66</td> <td>0.00</td> <td>150.66</td> </tr> <tr> <td>26731</td> <td>201-4420-6318.000</td> <td>92.06</td> <td>0.00</td> <td>92.06</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26731	001-4020-6318.000	150.66	0.00	150.66	26731	201-4420-6318.000	92.06	0.00	92.06					
Ref#	GL Number	Gross	Discount	Amount																					
26731	001-4020-6318.000	150.66	0.00	150.66																					
26731	201-4420-6318.000	92.06	0.00	92.06																					
38429	04/15/2015	9951 Printed	WILLDAN CITY ENGINEER FEBRUARY 2015	2,310.00 0.00	2,310.00																				
				Check Amount	2,310.00																				
<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>26734</td> <td>001-4212-6720.000</td> <td>700.00</td> <td>0.00</td> <td>700.00</td> </tr> <tr> <td>26735</td> <td>001-4212-6720.000</td> <td>1,610.00</td> <td>0.00</td> <td>1,610.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26734	001-4212-6720.000	700.00	0.00	700.00	26735	001-4212-6720.000	1,610.00	0.00	1,610.00					
Ref#	GL Number	Gross	Discount	Amount																					
26734	001-4212-6720.000	700.00	0.00	700.00																					
26735	001-4212-6720.000	1,610.00	0.00	1,610.00																					
38430	04/15/2015	10186 Printed	ZHANCHAO XIAO REISSUE FOR CHECK NO 38344	2,660.00 0.00	2,660.00																				
				Check Amount	2,660.00																				
<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>26736</td> <td>001-0000-4812.000</td> <td>2,660.00</td> <td>0.00</td> <td>2,660.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26736	001-0000-4812.000	2,660.00	0.00	2,660.00										
Ref#	GL Number	Gross	Discount	Amount																					
26736	001-0000-4812.000	2,660.00	0.00	2,660.00																					
38431	04/23/2015 05/19/2015	10197 Void	AMADOR EVANGELINA REFUND FOR YARD SALE	0.00 0.00	10.00																				
				Check Amount	10.00																				
<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></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount															
Ref#	GL Number	Gross	Discount	Amount																					
38432	04/23/2015	5394 Printed	AMERINATIONAL COMMUNITY SERV. CAL-HOME & CDBG LOAN CARRIZOZA	61.00 0.00	61.00																				
				Check Amount	61.00																				
<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>26742</td> <td>510-4620-6767.000</td> <td>61.00</td> <td>0.00</td> <td>61.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26742	510-4620-6767.000	61.00	0.00	61.00										
Ref#	GL Number	Gross	Discount	Amount																					
26742	510-4620-6767.000	61.00	0.00	61.00																					

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																																							
38433	04/23/2015	0057-1 Printed	AT & T INTERNET SERVICES LUGO PARK INTERNET 138690461	93.00 0.00	93.00																																																							
				Check Amount	93.00																																																							
<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>26763</td> <td>001-4020-6396.000</td> <td>48.00</td> <td>0.00</td> <td>48.00</td> </tr> <tr> <td>26764</td> <td>001-4020-6396.000</td> <td>45.00</td> <td>0.00</td> <td>45.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26763	001-4020-6396.000	48.00	0.00	48.00	26764	001-4020-6396.000	45.00	0.00	45.00																																								
Ref#	GL Number	Gross	Discount	Amount																																																								
26763	001-4020-6396.000	48.00	0.00	48.00																																																								
26764	001-4020-6396.000	45.00	0.00	45.00																																																								
38434	04/23/2015	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERVICE	46.21 0.00	46.21																																																							
				Check Amount	46.21																																																							
<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>26765</td> <td>001-4020-6390.000</td> <td>46.21</td> <td>0.00</td> <td>46.21</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26765	001-4020-6390.000	46.21	0.00	46.21																																													
Ref#	GL Number	Gross	Discount	Amount																																																								
26765	001-4020-6390.000	46.21	0.00	46.21																																																								
38435	04/23/2015	10198 Printed	ATLANTIC RELOCATION SYSTEMS MOVING/STORAGE EXPENSES	5,374.65 0.00	5,374.65																																																							
				Check Amount	5,374.65																																																							
<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>26771</td> <td>280-7018-6725.000</td> <td>5,374.65</td> <td>0.00</td> <td>5,374.65</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26771	280-7018-6725.000	5,374.65	0.00	5,374.65																																													
Ref#	GL Number	Gross	Discount	Amount																																																								
26771	280-7018-6725.000	5,374.65	0.00	5,374.65																																																								
38436	04/23/2015	10133 Printed	AVANT-GARDE, INC. BEDWELL HALL RE-ROOFING PROJ	1,012.50 0.00	1,012.50																																																							
				Check Amount	1,012.50																																																							
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26769</td> <td>510-7053-6725.000</td> <td>739.13</td> <td>0.00</td> <td>739.13</td> </tr> <tr> <td>26769</td> <td>001-4020-6725.000</td> <td>273.37</td> <td>0.00</td> <td>273.37</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26769	510-7053-6725.000	739.13	0.00	739.13	26769	001-4020-6725.000	273.37	0.00	273.37																																								
Ref#	GL Number	Gross	Discount	Amount																																																								
26769	510-7053-6725.000	739.13	0.00	739.13																																																								
26769	001-4020-6725.000	273.37	0.00	273.37																																																								
38437	04/23/2015	7019 Printed	BUSINESS CARD CREDIT CARD MARCH 2015	8,091.89 0.00	8,091.89																																																							
				Check Amount	8,091.89																																																							
<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>26737</td> <td>001-4530-6993.000</td> <td>92.76</td> <td>0.00</td> <td>92.76</td> </tr> <tr> <td>26737</td> <td>201-4425-6040.000</td> <td>50.50</td> <td>0.00</td> <td>50.50</td> </tr> <tr> <td>26737</td> <td>001-4530-6040.000</td> <td>45.50</td> <td>0.00</td> <td>45.50</td> </tr> <tr> <td>26737</td> <td>001-4020-6010.000</td> <td>1,641.97</td> <td>0.00</td> <td>1,641.97</td> </tr> <tr> <td>26737</td> <td>001-4350-6585.000</td> <td>388.24</td> <td>0.00</td> <td>388.24</td> </tr> <tr> <td>26737</td> <td>001-4020-6375.000</td> <td>114.00</td> <td>0.00</td> <td>114.00</td> </tr> <tr> <td>26737</td> <td>001-4020-6080.000</td> <td>554.32</td> <td>0.00</td> <td>554.32</td> </tr> <tr> <td>26737</td> <td>001-4642-6515.000</td> <td>1,747.48</td> <td>0.00</td> <td>1,747.48</td> </tr> <tr> <td>26737</td> <td>001-4001-6312.000</td> <td>300.00</td> <td>0.00</td> <td>300.00</td> </tr> <tr> <td>26737</td> <td>001-4001-6391.000</td> <td>3,157.12</td> <td>0.00</td> <td>3,157.12</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26737	001-4530-6993.000	92.76	0.00	92.76	26737	201-4425-6040.000	50.50	0.00	50.50	26737	001-4530-6040.000	45.50	0.00	45.50	26737	001-4020-6010.000	1,641.97	0.00	1,641.97	26737	001-4350-6585.000	388.24	0.00	388.24	26737	001-4020-6375.000	114.00	0.00	114.00	26737	001-4020-6080.000	554.32	0.00	554.32	26737	001-4642-6515.000	1,747.48	0.00	1,747.48	26737	001-4001-6312.000	300.00	0.00	300.00	26737	001-4001-6391.000	3,157.12	0.00	3,157.12
Ref#	GL Number	Gross	Discount	Amount																																																								
26737	001-4530-6993.000	92.76	0.00	92.76																																																								
26737	201-4425-6040.000	50.50	0.00	50.50																																																								
26737	001-4530-6040.000	45.50	0.00	45.50																																																								
26737	001-4020-6010.000	1,641.97	0.00	1,641.97																																																								
26737	001-4350-6585.000	388.24	0.00	388.24																																																								
26737	001-4020-6375.000	114.00	0.00	114.00																																																								
26737	001-4020-6080.000	554.32	0.00	554.32																																																								
26737	001-4642-6515.000	1,747.48	0.00	1,747.48																																																								
26737	001-4001-6312.000	300.00	0.00	300.00																																																								
26737	001-4001-6391.000	3,157.12	0.00	3,157.12																																																								
38438	04/23/2015	8179 Printed	CODE PUBLISHING INC. 2015 CUDAHY MUNI CODE UPDATE#1	4,170.75 0.00	4,170.75																																																							
				Check Amount	4,170.75																																																							
<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>26745</td> <td>001-4008-6720.000</td> <td>4,170.75</td> <td>0.00</td> <td>4,170.75</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26745	001-4008-6720.000	4,170.75	0.00	4,170.75																																													
Ref#	GL Number	Gross	Discount	Amount																																																								
26745	001-4008-6720.000	4,170.75	0.00	4,170.75																																																								
38439	04/23/2015	10195 Printed	COMMERCIAL ROOFING SYSTEMS, INC BEDWELLHALL RE-ROOFING PROJ	104,268.60 0.00	104,268.60																																																							
				Check Amount	104,268.60																																																							
<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>26770</td> <td>510-7053-6725.000</td> <td>76,116.08</td> <td>0.00</td> <td>76,116.08</td> </tr> <tr> <td>26770</td> <td>001-4020-6725.000</td> <td>28,152.52</td> <td>0.00</td> <td>28,152.52</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26770	510-7053-6725.000	76,116.08	0.00	76,116.08	26770	001-4020-6725.000	28,152.52	0.00	28,152.52																																								
Ref#	GL Number	Gross	Discount	Amount																																																								
26770	510-7053-6725.000	76,116.08	0.00	76,116.08																																																								
26770	001-4020-6725.000	28,152.52	0.00	28,152.52																																																								

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																				
				Check Amount	104,268.60																				
38440	04/23/2015	5189 Printed	COMMUNITY DEVELOPMENT COMM CDBG PROGRAM INCOME BARRAGON	500.00 0.00	500.00																				
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<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>26743</td> <td>510-0000-4550.000</td> <td>500.00</td> <td>0.00</td> <td>500.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26743	510-0000-4550.000	500.00	0.00	500.00										
Ref#	GL Number	Gross	Discount	Amount																					
26743	510-0000-4550.000	500.00	0.00	500.00																					
38441	04/23/2015	10005 Printed	DAPEER, ROSENBLIT & LITVAK PROFESSIONAL SERVICES MARCH	3,234.29 0.00	3,234.29																				
				Check Amount	3,234.29																				
<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>26746</td> <td>510-4230-6755.000</td> <td>1,768.19</td> <td>0.00</td> <td>1,768.19</td> </tr> <tr> <td>26747</td> <td>510-4230-6755.000</td> <td>1,466.10</td> <td>0.00</td> <td>1,466.10</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26746	510-4230-6755.000	1,768.19	0.00	1,768.19	26747	510-4230-6755.000	1,466.10	0.00	1,466.10					
Ref#	GL Number	Gross	Discount	Amount																					
26746	510-4230-6755.000	1,768.19	0.00	1,768.19																					
26747	510-4230-6755.000	1,466.10	0.00	1,466.10																					
38442	04/23/2015	10192 Printed	F.S. CONSTRUCTION CONSTRUCTION -PROGRESS PAYMENT	366,573.25 0.00	366,573.25																				
				Check Amount	366,573.25																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26741</td> <td>280-7018-6725.000</td> <td>219,008.25</td> <td>0.00</td> <td>219,008.25</td> </tr> <tr> <td>26773</td> <td>280-7018-6725.000</td> <td>147,565.00</td> <td>0.00</td> <td>147,565.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26741	280-7018-6725.000	219,008.25	0.00	219,008.25	26773	280-7018-6725.000	147,565.00	0.00	147,565.00					
Ref#	GL Number	Gross	Discount	Amount																					
26741	280-7018-6725.000	219,008.25	0.00	219,008.25																					
26773	280-7018-6725.000	147,565.00	0.00	147,565.00																					
38443	04/23/2015	4402 Printed	GATEWAY CITIES ADM & COST SHARING COORDINATED	284.95 0.00	284.95																				
				Check Amount	284.95																				
<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>26754</td> <td>001-4216-6745.000</td> <td>284.95</td> <td>0.00</td> <td>284.95</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26754	001-4216-6745.000	284.95	0.00	284.95										
Ref#	GL Number	Gross	Discount	Amount																					
26754	001-4216-6745.000	284.95	0.00	284.95																					
38444	04/23/2015	10150 Printed	HIRSCH & ASSOCIATES, INC. CLARA PARK EXPANSION PROJECT	5,920.79 0.00	5,920.79																				
				Check Amount	5,920.79																				
<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>26760</td> <td>280-7008-6720.000</td> <td>180.79</td> <td>0.00</td> <td>180.79</td> </tr> <tr> <td>26761</td> <td>280-7008-6720.000</td> <td>5,740.00</td> <td>0.00</td> <td>5,740.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26760	280-7008-6720.000	180.79	0.00	180.79	26761	280-7008-6720.000	5,740.00	0.00	5,740.00					
Ref#	GL Number	Gross	Discount	Amount																					
26760	280-7008-6720.000	180.79	0.00	180.79																					
26761	280-7008-6720.000	5,740.00	0.00	5,740.00																					
38445	04/23/2015	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT H.R.CONSULTANT MAR 29 - APR 12	5,821.15 0.00	5,821.15																				
				Check Amount	5,821.15																				
<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>26738</td> <td>001-4015-6720.000</td> <td>5,821.15</td> <td>0.00</td> <td>5,821.15</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26738	001-4015-6720.000	5,821.15	0.00	5,821.15										
Ref#	GL Number	Gross	Discount	Amount																					
26738	001-4015-6720.000	5,821.15	0.00	5,821.15																					
38446	04/23/2015	4553 Printed	J. V. PRINTING CERTIFICATE AWARD STATIONARY	870.91 0.00	870.91																				
				Check Amount	870.91																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26757</td> <td>001-4020-6970.000</td> <td>31.61</td> <td>0.00</td> <td>31.61</td> </tr> <tr> <td>26758</td> <td>001-4350-6585.000</td> <td>327.00</td> <td>0.00</td> <td>327.00</td> </tr> <tr> <td>26759</td> <td>001-4020-6080.000</td> <td>512.30</td> <td>0.00</td> <td>512.30</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26757	001-4020-6970.000	31.61	0.00	31.61	26758	001-4350-6585.000	327.00	0.00	327.00	26759	001-4020-6080.000	512.30	0.00	512.30
Ref#	GL Number	Gross	Discount	Amount																					
26757	001-4020-6970.000	31.61	0.00	31.61																					
26758	001-4350-6585.000	327.00	0.00	327.00																					
26759	001-4020-6080.000	512.30	0.00	512.30																					
38447	04/23/2015	10196 Printed	LAW ENFORCEMENT CRISIS EMERGENCY PLANNING TRAINING	10,000.00 0.00	10,000.00																				
				Check Amount	10,000.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> </table>						Ref#	GL Number	Gross	Discount	Amount															
Ref#	GL Number	Gross	Discount	Amount																					

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BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount			
	26768	001-4011-6720.000		10,000.00 0.00	10,000.00			
				Check Amount	10,000.00			
38448	04/23/2015	8247 Printed	NETWORK INNOVATION ASSOCIATES SATELLITE NETWORK MAY 2015	278.00 0.00	278.00			
				Check Amount	278.00			
				Ref#	GL Number	Gross	Discount	Amount
				26748	001-4020-6742.000	278.00	0.00	278.00
				Check Amount				278.00
38449	04/23/2015	10169 Printed	RACHEL ROGERS, ANGEL ROGERS, RELOCATION COSTS-FINAL PAYMENT	9,594.22 0.00	9,594.22			
				Check Amount	9,594.22			
				Ref#	GL Number	Gross	Discount	Amount
				26772	280-7018-6725.000	9,594.22	0.00	9,594.22
				Check Amount				9,594.22
38450	04/23/2015	10184 Printed	RED WING SHOES STEEL TOE BOOT MAINT DEPT	1,102.25 0.00	1,102.25			
				Check Amount	1,102.25			
				Ref#	GL Number	Gross	Discount	Amount
				26740	001-4410-6250.000	629.24	0.00	629.24
				26740	201-4425-6250.000	473.01	0.00	473.01
				Check Amount				1,102.25
38451	04/23/2015	2802 Printed	SAM'S CLUB CITY EVENTS; KITCHEN SUPPLIES	760.61 0.00	760.61			
				Check Amount	760.61			
				Ref#	GL Number	Gross	Discount	Amount
				26744	001-4350-6210.000	108.39	0.00	108.39
				26744	001-4350-6585.000	90.00	0.00	90.00
				26744	001-4350-6585.000	448.84	0.00	448.84
				26744	001-4020-6080.000	113.38	0.00	113.38
				Check Amount				760.61
38452	04/23/2015	0069-2 Printed	SIEMENS INDUSTRY, INC. TRAFFIC RESPONSE CALLS FEB	3,778.05 0.00	3,778.05			
				Check Amount	3,778.05			
				Ref#	GL Number	Gross	Discount	Amount
				26749	350-4430-6775.000	783.25	0.00	783.25
				26750	350-4430-6775.000	1,536.40	0.00	1,536.40
				26752	201-4420-6771.000	674.61	0.00	674.61
				26753	201-4420-6771.000	783.79	0.00	783.79
				Check Amount				3,778.05
38453	04/23/2015	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILLS	6,575.12 0.00	6,575.12			
				Check Amount	6,575.12			
				Ref#	GL Number	Gross	Discount	Amount
				26766	350-4430-6318.000	6,575.12	0.00	6,575.12
				Check Amount				6,575.12
38454	04/23/2015	10026 Printed	TRIMMING LAND COMPANY, INC. TREE TRIMMING SEPTEMBER 2014	2,175.00 0.00	2,175.00			
				Check Amount	2,175.00			
				Ref#	GL Number	Gross	Discount	Amount
				26751	201-4425-6785.000	2,175.00	0.00	2,175.00
				Check Amount				2,175.00

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BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount															
38455	04/23/2015	8292 Printed	URBAN FUTURES, INC. FINANCIAL POLICY & RPT JANUARY	4,275.00 0.00	4,275.00															
				Check Amount	4,275.00															
<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>26739</td> <td>001-4020-6720.000</td> <td>4,275.00</td> <td>0.00</td> <td>4,275.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26739	001-4020-6720.000	4,275.00	0.00	4,275.00					
Ref#	GL Number	Gross	Discount	Amount																
26739	001-4020-6720.000	4,275.00	0.00	4,275.00																
38456	04/23/2015	8191 Printed	VAUDRY ELECTRIC REPAIR CIRCUIT CUDAHY LIBRARY	2,180.00 0.00	2,180.00															
				Check Amount	2,180.00															
<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>26762</td> <td>001-4020-6010.000</td> <td>2,180.00</td> <td>0.00</td> <td>2,180.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26762	001-4020-6010.000	2,180.00	0.00	2,180.00					
Ref#	GL Number	Gross	Discount	Amount																
26762	001-4020-6010.000	2,180.00	0.00	2,180.00																
38457	04/28/2015	8059 Printed	ALLIANT INSURANCE SERVICE INC EASTER EVENT INS COVERAGE	367.00 0.00	367.00															
				Check Amount	367.00															
<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>26783</td> <td>001-4350-6585.000</td> <td>367.00</td> <td>0.00</td> <td>367.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26783	001-4350-6585.000	367.00	0.00	367.00					
Ref#	GL Number	Gross	Discount	Amount																
26783	001-4350-6585.000	367.00	0.00	367.00																
38458	04/28/2015	9738 Printed	ARENT FOX LLP LEGAL SERVICES JANUARY 2015	934.50 0.00	934.50															
				Check Amount	934.50															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26786</td> <td>001-4930-6755.000</td> <td>934.50</td> <td>0.00</td> <td>934.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26786	001-4930-6755.000	934.50	0.00	934.50					
Ref#	GL Number	Gross	Discount	Amount																
26786	001-4930-6755.000	934.50	0.00	934.50																
38459	04/28/2015	10199 Printed	CITY OF VERNON LOCAL AREA CITY CLERK WORKSHOP	7.00 0.00	7.00															
				Check Amount	7.00															
<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>26790</td> <td>001-4011-6392.000</td> <td>7.00</td> <td>0.00</td> <td>7.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26790	001-4011-6392.000	7.00	0.00	7.00					
Ref#	GL Number	Gross	Discount	Amount																
26790	001-4011-6392.000	7.00	0.00	7.00																
38460	04/28/2015 05/19/2015	101200 Void	CONSTRUCTION MANAGEMENT SANCHEZ-7735 ATLANTIC AVE SP37	0.00 0.00	6,673.50															
				Check Amount	6,673.50															
38461	04/28/2015	10179 Printed	EMPIRE CLEANING SUPPLY CUSTODIAL SUPPLIES	1,778.53 0.00	1,778.53															
				Check Amount	1,778.53															
<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>26778</td> <td>001-4020-6010.000</td> <td>1,778.53</td> <td>0.00</td> <td>1,778.53</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26778	001-4020-6010.000	1,778.53	0.00	1,778.53					
Ref#	GL Number	Gross	Discount	Amount																
26778	001-4020-6010.000	1,778.53	0.00	1,778.53																
38462	04/28/2015	6086 Printed	EWING KING TALL FESCUES CLARA PARK	195.69 0.00	195.69															
				Check Amount	195.69															
<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>26779</td> <td>001-4410-6389.000</td> <td>90.72</td> <td>0.00</td> <td>90.72</td> </tr> <tr> <td>26779</td> <td>201-4425-6770.000</td> <td>104.97</td> <td>0.00</td> <td>104.97</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26779	001-4410-6389.000	90.72	0.00	90.72	26779	201-4425-6770.000	104.97	0.00	104.97
Ref#	GL Number	Gross	Discount	Amount																
26779	001-4410-6389.000	90.72	0.00	90.72																
26779	201-4425-6770.000	104.97	0.00	104.97																
38463	04/28/2015	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT H.R.CONSULTANT APRIL 13 - 24	10,467.40 0.00	10,467.40															
				Check Amount	10,467.40															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> </table>						Ref#	GL Number	Gross	Discount	Amount										
Ref#	GL Number	Gross	Discount	Amount																

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BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
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26775	610-4930-6720.000		2,210.00	0.00	2,210.00
26775	001-4011-6720.000		2,125.00	0.00	2,125.00
26775	001-4930-6391.000		1,190.00	0.00	1,190.00
26776	001-4015-6720.000		4,942.40	0.00	4,942.40

Check Amount 10,467.40

38464	04/28/2015	2378 Printed	ITL, INC. FUEL	1,303.08 0.00	1,303.08
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Ref#	GL Number	Gross	Discount	Amount
26780	001-4530-6040.000	87.60	0.00	87.60
26780	201-4425-6040.000	166.50	0.00	166.50
26780	001-4410-6040.000	164.31	0.00	164.31
26781	001-4530-6040.000	244.75	0.00	244.75
26781	201-4425-6040.000	167.96	0.00	167.96
26781	001-4410-6040.000	85.92	0.00	85.92
26782	001-4530-6040.000	137.36	0.00	137.36
26782	201-4425-6040.000	79.70	0.00	79.70
26782	001-4410-6040.000	168.98	0.00	168.98

Check Amount 1,303.08

38465	04/28/2015	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT LAW ENFORCEMENT SERVICES	283,421.28 0.00	283,421.28
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Ref#	GL Number	Gross	Discount	Amount
26777	001-4501-6763.000	283,421.28	0.00	283,421.28

Check Amount 283,421.28

38466	04/28/2015	5762 Printed	LANDSCAPE STRUCTURES, INC. REPAIR SKAE PLAYGROUND CUDAHY	9,966.34 0.00	9,966.34
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Ref#	GL Number	Gross	Discount	Amount
26787	280-0000-6210.000	9,966.34	0.00	9,966.34

Check Amount 9,966.34

38467	04/28/2015	10081 Printed	NEOFUNDS BY NEOPOST POSTAGE	34.25 0.00	34.25
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Ref#	GL Number	Gross	Discount	Amount
26774	001-4020-6385.000	34.25	0.00	34.25

Check Amount 34.25

38468	04/28/2015	10201 Printed	OLIVAREZ MADRUGA, LLP LEGAL SERVICES JANUARY 2015	32,185.83 0.00	32,185.83
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Ref#	GL Number	Gross	Discount	Amount
26791	280-7008-6755.000	58.50	0.00	58.50
26791	001-4930-6391.000	8,585.32	0.00	8,585.32
26791	001-4005-6755.000	3,476.28	0.00	3,476.28
26791	001-4930-6391.000	1,908.00	0.00	1,908.00
26791	001-4005-6720.000	18,157.73	0.00	18,157.73

Check Amount 32,185.83

38469	04/28/2015	9970 Printed	OLIVAREZ MADRUGA, P.C. LEGAL SERVICES DECEMBER 2014	273.08 0.00	273.08
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Ref#	GL Number	Gross	Discount	Amount
26792	001-4005-6720.000	253.08	0.00	253.08
26793	001-4005-6755.000	20.00	0.00	20.00

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BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
			Check Amount	273.08	
38470	04/28/2015	0069-2 Printed	SIEMENS INDUSTRY, INC. REPLACED TRAFFIC SIGNAL SHELL	4,735.00 0.00	4,735.00
				Check Amount	4,735.00
38471	04/28/2015	9626 Printed	THE BANCORP BANK FORD FUSION HYBRID 2 VEHICLES	1,154.24 0.00	1,154.24
				Check Amount	1,154.24
38472	04/28/2015	9995 Printed	THE BANK OF NEW YORK MELLON CUDAHY COMMUNITY DEVELOPMENT	1,865.60 0.00	1,865.60
				Check Amount	1,865.60

Total Checks:	88	Bank Total(excluding void checks):	937,012.80
Total Checks:	88	Grand Total(excluding void checks):	937,012.80

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

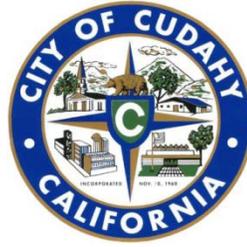
	April 2, 2015	April 16, 2015	April 30, 2015
Issued Warrants Number	19444 - 19499	19500 - 19570	19571 - 19622
Voided Warrants			
Issued Warrants Amounts	\$ 8,850.54	\$ 6,872.16	\$ 7,511.32
Direct Deposits (a)	53,664.31	53,190.04	\$ 54,322.24
CalPERS Direct Deposit (b)	29,720.98		
CalPERS Direct Deposit (c)	17,293.46		
Payroll taxes (d)	11,024.93	11,245.92	-
Total Amount	\$ 120,554.22	\$ 71,308.12	\$ 61,833.56
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 April 2015

	March 2015	Receipts	Disbursements	April 2015
001 General Fund	3,158,692.50	368,848.22	619,116.39	2,908,424.33
040 Drug Assets Seizure Fund	34,991.51	18.10	618.32	34,391.29
201 State Gas Tax	1,172,762.71	105,872.69	35,991.79	1,242,643.61
240 Prop 1 B - Local Street Improv.	426,697.44	228.59		426,926.03
251 Prop C	240,366.27	25,270.34	1,742.32	263,894.29
252 Prop A	740,032.54	27,523.20	1,742.29	765,813.45
253 Measure R	571,160.92	17,131.13	8,872.51	579,419.54
257 AQMD	33,671.54	16.22	1,637.14	32,050.62
260 Used Oil	13,575.28	6.98		13,582.26
261 California Beverage Container	6,719.84	3.46		6,723.30
265 Recycling Grant	14,216.10	7.31		14,223.41
270 C.O.P.S	196,930.46	95.47	1,187.42	195,838.51
280 County Park Bond	(330,130.87)	855.00	398,402.74	(727,678.61)
300 CAL Home	74,841.53	38.48		74,880.01
350 Street Lighting Fund	42,019.68	22,318.09	8,969.28	55,368.49
510 CDBG	(78,959.85)	44,277.00	103,907.58	(138,590.43)
515 Federal STPL	357,629.00	61.30		357,690.30
610 Successor Agency	873,354.50		9,426.27	863,928.23
710 Youth Foundation	51,665.28	195.05		51,860.33
720 Senior's Account	132.80			132.80
730 Refuse Assessment	-	130,588.58		130,588.58
	<u>7,600,369.18</u>	<u>743,355.21</u>	<u>1,191,614.05</u>	<u>7,152,110.34</u>
LAIF- CITY	6,167,111.90	3,833.92		6,170,945.82
Wells Fargo	<u>1,433,257.34</u>	<u>739,521.29</u>	<u>1,191,614.05</u>	<u>981,164.58</u>
TOTAL	<u>7,600,369.24</u>	<u>743,355.21</u>	<u>1,191,614.05</u>	<u>7,152,110.40</u>

Total cash disbursements per April Demand and Payroll Reports

AP disbursements	937,012.80
Payroll - April 2, 2015	120,554.22
Payroll - April 16, 2015	71,308.12
Payroll - April 30, 2015	61,833.56
Add: Total Bank charges in April 2015	<u>905.35</u>
Total Cash Disbursements per April Cash & Investment Report	<u>1,191,614.05</u>



Item Number 9B

STAFF REPORT

Date: June 8, 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 Local Agency Investment Fund (LAIF) Report for the Month of April 2015**

RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of April 2015 in the amount of \$6,170,945.82.

BACKGROUND

1. In 1955, the Pooled Money Investment Account (PMIA) started. LAIF became part of the PMIA. The oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members consist of the State Treasurer, Director of Finance, and State Controller.
2. In 1977, LAIF was created as a voluntary program by Section 16429.1 et seq. of the California Government Code. The program was intended to be used as an investment alternative for California's local governments and special districts. The LAIF continues today under Treasurer John Chiang's administration.
3. On April 1, 2015, the balance in LAIF was \$6,167,111.90 (Attachment A)
4. On April 30, 2015, the balance in LAIF was \$6,170,945.82 (Attachment A)

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."

The report in Attachment A in conjunction with the Demands and Payroll for the Month of April 2015 including Investment Report by Fund for the Month of April 2015 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 April 2015 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

A. Local Agency Investment Fund

LOCAL AGENCY INVESTMENT FUND

General Account - City #98-19-225

Beginning Balance as of:	April 01, 2015	\$6,167,111.90
Ending Balance as of	April 30, 2015	\$6,170,945.82 =====



Item Number 9C

STAFF REPORT

Date: June 8, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Jennifer Hernandez, Acting Human Resources Specialist
Subject: **Consideration to Approve a First Amendment to the Professional Services Agreement with HR Dynamics & Performance Management for Human Resources Consulting Services**

RECOMMENDATION

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

BACKGROUND

On February 2, 2015, the Council approved the Professional Services Agreement (PSA) with HR Dynamics & Performance Management to provide human resources consulting services.

ANALYSIS

Due to staff turnover and a historical lack of staff training opportunities, City staff currently does not have the expertise to provide guidance related to various high level human resources issues / matters (e.g., SWOT; Classification and Compensation Study; and Labor negotiations). It is very important to the City that it have an experienced human resources consultant available to the City Manager for these critical functions until such time that the City through succession planning (i.e., employee development plan) trains a City staff member to provide these services and functions.

The amended scope of work clarifies the intended scope of work consistent with the original proposal, and provides that the human resources consultant will provide training and mentoring to the existing human resources staff member during the term of the contract to ensure a successful transition.

CONCLUSION

City Council approval of the First Amendment to the HR Dynamics & Performance Management Professional Services Agreement for human resources consulting services will clearly define the intended scope of work, and continue the current work underway by assisting the City Manager in assessing, and rebuilding the Human Resources Department into a best practices department.

FINANCIAL IMPACT

The financial impact will remain the same as agreed to on the PSA approved by Council on January 20, 2015.

ATTACHMENTS

- A. First Amendment to Professional Service Agreement with HR Dynamics & Performance Management – 2015
- B. Professional Service Agreement with HR Dynamics & Performance Management - 2015



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

THIS FIRST AMENDMENT TO TEMPORARY PROFESSIONAL SERVICES AGREEMENT (the "Agreement") to that certain document entitled "Temporary Professional Services" (the "Master Agreement") executed as of February 2, 2015, by and between the City of Cudahy, a municipal corporation (hereinafter, "City") and HR Dynamics & Performance Management (hereinafter, "CONSULTANT") is made and entered into this 8th day of June 2015. For the purposes of this Agreement, City and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or CONSULTANT interchangeably.

RECITALS

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

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

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

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

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

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

WHEREAS, the execution of this Agreement was approved by the Cudahy City Council at its Regular Meeting of June 8, 2015.

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

AGREEMENT

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

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

3. Term. This Agreement shall have a limited term of one (1) year commencing from the February 2, 2015, unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may renew for up to two (2) three month extension terms, upon approval from City Council, unless City issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). Nothing in the foregoing sentence shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement prior to the expiration of the initial Term or any extension term.

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

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

6. Compensation/Reimbursement.

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

B. Notwithstanding section 6.A, above, CONSULTANT's total compensation for the Services under this Agreement may not exceed the sum of SEVENTY TWO THOUSAND NINE HUNDRED SIXTY DOLLARS (\$72,960.00) (hereinafter, the "Contract Price"). In no event shall the total compensation and costs payable to CONSULTANT under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Director-Treasurer and the City Manager of the City and unless such added expenditure is specifically approved in advance and in writing by the City.

C. City shall pay CONSULTANT at the Hourly Rate as CONSULTANT performs the various services and tasks that make up the Work. CONSULTANT shall submit to City a monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by CONSULTANT and its various employees. The statement shall

describe the specific tasks performed. City shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

D. REIMBURSEMENT. City recognizes that CONSULTANT may incur certain expenses of a non-personal nature in the performance of Consultant's duties under this Agreement. City agrees to reimburse or to pay for an amount not to exceed FIVE HUNDRED DOLLARS (\$500.00) per month for such business expenses that are incurred by CONSULTANT in the performance of CONSULTANT's duties in accordance with City's expense reimbursement procedures, as the same may be updated and/or amended from time to time by the City Council.

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

- Control and responsibility for the conduct of CONSULTANT's personnel/employees and how and when Services are performed;
- Determining when and the amounts CONSULTANT's personnel will be paid; Payment of any overtime, vacation pay, sick pay, employee benefits (including but not limited to health insurance, life insurance, disability insurance, unemployment and workers compensation insurance).
- Evaluation of CONSULTANT's personnel
- Providing anything needed to perform the Services;
- CONSULTANT shall provide any required instruction to its personnel as to how the Services are performed;
- CONSULTANT shall be responsible for its expenses and expenses of its personnel except as otherwise specified in this Agreement;
- CONSULTANT shall be free to contract for similar services with other clients;
- CONSULTANT bears all risk of profit or loss;
- CONSULTANT shall be responsible for any investment required to provide the Services; and

- CONSULTANT shall have its own office or facilities (if needed), its own vehicles and handle its own billing and bookkeeping.

8. Indemnification. City shall indemnify and hold CONSULTANT and co-consultant harmless, including providing for adequate representation, from and against any and all alleged claims, damages, liabilities, costs and expenses, as well as reasonable attorneys' fees and other legal or other costs and expenses which may be suffered or incurred by CONSULTANT and/or co-consultant arising from an adverse action taken by an employee or member of the City Council against one or more employees or CONSULTANT as a result of CONSULTANT or co-consultant's work, unless such claims, damages, liabilities, costs as expenses are a result of CONSULTANT's or co-consultant's gross negligence or willful misconduct.

To the extent permitted by law, CONSULTANT will defend and hold City and its directors, officers, agents, representatives, and employees (collectively "Indemnitees") harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CONSULTANT or CONSULTANT's officers, employees, or authorized agents' breach of this Agreement; its failure to discharge its material duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of CONSULTANT or CONSULTANT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

9. Insurance.

CONSULTANT agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under the Agreement) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of the various services, functions, duties and tasks set forth under the Agreement as described below. Throughout the term of the Agreement, CONSULTANT shall procure and maintain the following policies of insurance:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors

and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

10. Confidentiality. All memoranda, contracts, complaints, documentation, written information, and other materials provided to, or prepared by, CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shared exclusively with City as deemed appropriate by City.

11. Termination. CONSULTANT may not terminate this Agreement except upon 30 days' written notice to City. This Agreement may be terminated by City without cause, upon 30 days' written notice to CONSULTANT. In the event of termination, CONSULTANT shall be entitled to receive compensation during the thirty (30) day notice period at the rates set forth in this Agreement but not thereafter.

In the event of breach of the Agreement by CONSULTANT, City may terminate the Agreement immediately by written notice to CONSULTANT; may reduce payment to the CONSULTANT in the amount necessary to offset City's resulting damages; and may pursue any other legally available remedies. In said event, CONSULTANT shall be entitled to the reasonable value of its services, at the rates set forth in this Agreement, performed up to the day it received City's Notice of Termination, minus any offset from such payment representing City's damages from such breach. Failure of CONSULTANT to provide City reports and other written material, which meets or exceeds reasonable professional standards, shall cause damages which are unascertainable at the inception hereof, entitling City to offset any payments due on the Agreement in the form of liquidated damages and not as a penalty. City reserves the right to delay any post-termination payment until completion of any partially-completed Services or correction of any substandard Services, as may be determined in City's sole discretion, so as to permit a full and complete accounting of costs.

12. Ownership of Documents. All reports and other contract deliverables prepared under this Agreement by CONSULTANT shall be and remain the property of City upon City's compensation of CONSULTANT for the Services as herein provided. CONSULTANT shall not release to others information furnished by City without prior approval of City.

13. Notices. Services of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City's Notice Address

City of Cudahy
Attn: Jose E. Pulido, City Manager
5220 Santa Ana Street
Cudahy, CA 90201

CONSULTANT

Rhonda D. Strout-Garcia
HR Dynamics & Performance Management, Inc.
461 Green Orchard Place

Riverside, CA 92506

14. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of CONSULTANT each represent and warrant that they have the legal power, right and actual authority to bind CONSULTANT to the terms and conditions hereof and thereof.

15. Construction of Agreement: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

16. Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17. Amendment; Modification: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

18. Captions: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19. Inconsistencies or Conflicts: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

20. Entire Agreement: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 17, above.

21. Counterparts: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 17, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by City.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, City and CONSULTANT have caused this Agreement to be duly executed on the day and year first above written.

CITY OF CUDHAY

CONSULTANT: HR DYNAMICS

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

EXHIBIT "A"

(See the attached Master Agreement)



2015

AGREEMENT FOR TEMPORARY PROFESSIONAL SERVICES

(Parties: HR Dynamics & Performance Management and the City of Cudahy)

(Engagement: Temporary Human Resources Services)

THIS 2015 AGREEMENT FOR TEMPORARY PROFESSIONAL SERVICES (“Agreement”) by and between the City OF CUDAHY, a municipal corporation and general law city (“City”) and HR Dynamics & Performance Management (hereinafter, “Staffing Firm”) is made and entered into the last date of signature below, but shall not take effect until signed by all of the parties to this Agreement as indicated on the signature page below. For the purposes of this Agreement, City and Staffing Firm may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to City or Staffing Firm interchangeably.

RECITALS

WHEREAS, City, pursuant to California Government Code sections 37103 and 53060, is authorized and empowered to contract with any person for the furnishing of services and advice in finance, economic, accounting or administrative matters if such persons are specially trained and experienced and competent to perform such special services required; and

WHEREAS, City wishes to engage the Staffing Firm for the purposes of retaining a person to perform the duties and functions as mentioned in the attached Scope of Work for City on an interim basis; and

WHEREAS, City’s in-house personnel are presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, Staffing Firm has proposed and City has agreed to appoint a Consultant (“Consultant”) who possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, City and Staffing Firm wish to enter into the Agreement in order to set forth the rights and obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and based upon the recitals set forth above, City and Staffing Firm agree as follows:

**ARTICLE 1.
DUTIES AND SCOPE OF WORK**

1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Work"). Consultant further agrees to furnish to City all labor, materials, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." Neither Consultant nor anyone acting on Consultant's behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the "Notice to Proceed").

**ARTICLE 2.
INDEPENDENT CONTRACTOR STATUS; TERMINATION FOR CONVENIENCE**

2.1 **INDEPENDENT CONTRACTOR STATUS.** The Parties acknowledge, understand and agree that Consultant is, and shall at all times remain, a wholly independent contractor and shall not be considered an employee of the City. Given the temporary and interim nature of this engagement, it is the desire and intent of the Parties that Consultant shall be an "independent contractor" who is not also an employee within the meaning of Government Code section 20300(b), and by such status is excluded from compulsory enrollment in the California Public Employees Retirement System established under the Public Employees Retirement Law ("PERL") (Government Code section 20000 et seq.).

**ARTICLE 3.
TERM OF AGREEMENT**

3.1 This Agreement shall have an initial term of one (1) year commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may renew for up to two (2) three month extension terms, upon approval from City Council, unless City issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). Nothing in the foregoing sentence shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement prior to the expiration of the initial Term or any extension term as provided under Articles 11 and 12 of this Agreement below.

**ARTICLE 4.
PERFORMANCE SCHEDULE**

4.1 **ATTENDANCE AT MEETINGS, CONFERENCES AND SPECIAL FUNCTIONS.** Section 4.1 notwithstanding, Consultant, as directed by the City Council, shall also be available to attend public meetings, business meetings, conferences and functions that may be scheduled outside of normal City business hours, including but not limited to all regular, special, adjourned and/or emergency meetings of the Cudahy City Council, and City shall be billed for all such hours Consultant attends such meetings required by City.

4.2 **RESTRICTION ON HOURS WORKED:** The Term of this Agreement and the provisions of Section 4.1 notwithstanding, in no event may Consultant's total hours worked under this Agreement exceed more than 1,000 hours during any single fiscal year. Consultant shall maintain a log of Consultant's daily work hours (including start time and departure time) to monitor compliance with this provision. Staffing Firm shall have no obligation to continue performance once the 1,000 hour limitation has been attained. Furthermore, City shall have the responsibility to monitor fees charged in relation to the not-to-exceed amount. City shall be responsible for all charges for services in the event City fails to notify Staffing Firm of termination of the assignment or fails to increase of the not-to-exceed amount. For purposes of this Agreement, the term "fiscal year" shall mean the period of time commencing from July 1st of a calendar year and ending on June 30th of the calendar year immediately following.

ARTICLE 5. COMPENSATION AND REIMBURSEMENT

5.1 COMPENSATION.

- A. Staffing Firm shall perform all of the various services and tasks that comprise the Work in accordance with Exhibit "A." Staffing Firm shall be paid for the number of hours Consultant provides in performance of the Work. Consultant shall not exceed forty (40) hours per work week, unless authorized by City Council. Consultant shall be billed out at an hourly rate of NINETY FIVE DOLLARS PER HOUR (\$95.00/hour) (hereinafter "Hourly Rate").
- B. Notwithstanding section 5.1A, Consultant's total annual compensation for the Work under this Agreement may not exceed the sum of SEVENTY TWO THOUSAND NINE HUNDRED SIXTY DOLLARS (\$72,960.00) (hereinafter, the "Contract Price"). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, services, tasks, costs and incidental and customary work necessary to competently perform Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Director-Treasurer and the City Manager of the City and unless such added expenditure is specifically approved in advance and in writing by the City.
- C. City shall pay Staffing Firm at the Hourly Rate in a bi-weekly format to run simultaneous with employee payroll as Consultant performs the various services and tasks that make up the Work. At the end of each pay period during the term of this Agreement, Staffing Firm shall submit to City a bi-monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by Consultant and its various employees. The statement shall describe the specific tasks performed. City shall not withhold applicable taxes or other authorized deductions from payments made to Staffing Firm.

5.2 REIMBURSEMENT. City recognizes that Consultant may incur certain expenses of a non-personal nature in the performance of Consultant's duties under this Agreement. City agrees to reimburse or to pay for an amount not to exceed SEVENTY TWO THOUSAND NINE HUNDRED AND SIXTY DOLLARS (\$72,960.00) per month for such business expenses that are incurred by Consultant in the performance of Consultant's duties in accordance with City's expense reimbursement procedures, as the same may be updated and/or amended from time to time by the City Council.

**ARTICLE 6.
NO BENEFITS**

6.1 Except as otherwise provided under Article 5 of the Agreement, Consultant shall not receive any benefits, incentives, compensation in lieu of benefits or any other form of compensation above the hourly compensation provided under Article 5, above.

6.2 Consultant acknowledges, understands and agrees that Consultant is not a regular employee of the City and is not entitled to receive any benefits generally available to employees of the City, including but not limited to medical insurance, dental insurance, sick leave, paid vacation, retirement benefits, unemployment benefits or otherwise which accrue to employees of the City, and hereby expressly waives any right or claim to such benefits.

**ARTICLE 7.
INDEMNITY**

7.1 To the extent permitted by law, Staffing Firm will defend and hold City and its directors, officers, agents, representatives, and employees (collectively "Indemnitees") harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Staffing Firm or Staffing Firm's officers, employees, or authorized agents' breach of this Agreement; its failure to discharge its material duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of Staffing Firm or Staffing Firm's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.2 To the extent permitted by law, City will defend, and hold Staffing Firm and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorney's fees) to the extent caused by City or City's officers, employees, or authorized agents' breach of this Agreement; its failure to discharge its duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of City or City's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.3 City shall have the right to offset against the amount of any compensation due Staffing Firm under this Agreement any amount due City from Staffing Firm as a result of Staffing Firm's failure to pay City promptly any indemnification arising under this Article and related to Staffing Firm's failure to either (i) pay legally required taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

7.4 The obligations of Staffing Firm under this Article will not be limited by the provisions of any workers' compensation act or similar act. Staffing Firm expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents and volunteers.

7.5 Staffing Firm agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Staffing Firm in the performance of this Agreement. In the event Staffing Firm fails to obtain such indemnity obligations from others as required herein, Staffing Firm agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any reckless, negligent, or otherwise wrongful acts, errors or omissions of Staffing Firm's subcontractors or any other person or entity involved by, for, with or on behalf of Staffing Firm in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

7.6 City does not, and shall not, waive any rights that it may possess against Staffing Firm because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

7.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity. Notwithstanding anything to the contrary in this Agreement, Staffing Firm shall have no obligation of indemnity or liability for any claims to the extent arising out of City's negligence or willful misconduct, or failure to comply with the requirements of this Agreement.

ARTICLE 8. INSURANCE

8.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Staffing Firm agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under the Agreement) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of the various services, functions, duties and tasks set forth under the Agreement as described below. Throughout the term of the Agreement, Staffing Firm shall procure and maintain the following policies of insurance:

- A. **Workers' Compensation Insurance/ Employer's Liability Insurance:** Consultant shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers'

Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.

- B. **Professional Liability Insurance:** For the full term of this Agreement and for a period of two (2) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.

**ARTICLE 9.
BUSINESS RELATED EQUIPMENT**

Consultant acknowledges, understands and agrees that she will not receive, nor shall she be entitled to any type of personal mobile communication device for the performance of her duties under this Agreement such as a cell phone or an iPad.

**ARTICLE 10.
CITY DOCUMENTS AND CONFIDENTIALITY**

10.1 **CITY DOCUMENTS.** All data, studies, reports and other documents prepared by Consultant while performing Consultant's duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use.

10.2 **CONFIDENTIALITY.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant to the extent permitted by applicable law. Such materials shall not, without City's prior written consent, be used by Consultant for any purposes other than the performance of Consultant's duties.

**ARTICLE 11
TERMINATION FOR CONVENIENCE**

11.1 **TERMINATION FOR CONVENIENCE.** Consultant shall serve at the pleasure of the City Council. Consultant's engagement with City may be terminated for convenience at any time by the City Council without cause upon the issuance of written notice specifying the effective date of such termination, which may provide that such termination shall take effect immediately upon the issuance of the notice.

11.2 **NO PRE-TERMINATION HEARING.** Consultant shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate Consultant's engagement.

11.3 **NO PROPERTY INTEREST.** It is understood and agreed by the Parties that Staffing Firm engagement with the City is temporary in nature and that Staffing Firm shall have no

expectation of ongoing or long-term employment with the City. Nothing in this Agreement shall confer upon Staffing Firm any right or property interest in employment with City.

11.4 **NO SEVERANCE PAY.** Consultant expressly agrees that she shall not be entitled to any severance pay as the result of the termination of this Agreement prior to the expiration of the Term or any extension term.

11.5 **STAFFING FIRM TERMINATION.** Staffing Firm may terminate this Agreement at any time without cause and for convenience, provided it provides the City Council with no less than fifteen (15) calendar days advance written notice prior to the effective date of termination. The City Council may shorten the effective date of any termination for convenience initiated by Staffing Firm in the City Council's sole and absolute discretion.

ARTICLE 12. TERMINATION FOR CAUSE

12.1 EVENTS OF DEFAULT; BREACH OF AGREEMENT

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 10.1B and 10.1C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within fifteen (15) calendar days of the non-defaulting Party's issuance of a written notice of default (hereinafter, a "Notice of Default") to the defaulting party.
- B. City, in its sole and absolute discretion, may also immediately suspend Consultant's performance under this Agreement pending Consultant's cure of any Event of Default by giving Staffing Firm/Consultant written notice of City's intent to suspend Staffing Firm/Consultant's performance (hereinafter, a "Suspension Notice"). City may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Staffing Firm/Consultant shall be compensated only for those services rendered up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of City shall operate to prohibit or otherwise restrict City's ability to suspend this Agreement as provided herein.
- C. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No

waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- D. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to City at law or under this Agreement in the event of any breach of this Agreement, City, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to Staffing Firm/Consultant, the City may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to Staffing Firm/Consultant, the City may extend the time of performance;
 - iii. The City may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Staffing Firm/Consultant's breach of the Agreement or to terminate the Agreement; or
 - iv. The City may exercise any other available and lawful right or remedy.

City may seek legal fees plus other costs and expenses that City incurs upon Staffing Firm's breach of this Agreement or in the City's exercise of its remedies under this Agreement.

- E. In the event City is in breach of this Agreement, Staffing Firm/Consultant's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Staffing Firm/Consultant under this Agreement for services rendered.

ARTICLE 13. CONDITIONS OF CONSULTANT'S SERVICES

13.1 **CONFLICT-OF-INTEREST.** City shall direct Consultant to sign a separate writing stating the following obligations: Consultant shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business within the corporate limits of City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. Consultant further agrees not to invest in any other real estate or property improvements within the corporate limits of City during the term of this Agreement without the prior consent of the City Council.

13.2 **CONSULTANT VEHICLE.** Consultant shall provide her transportation to and from the worksite.

**ARTICLE 14.
GENERAL PROVISIONS**

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

City's Notice Address:
City of Cudahy
Attn: Jose Pulido, City Manager
5220 Santa Ana Street
Cudahy, California 90201

Staffing Firm's Address:
HR Dynamics and Performance Management
Rhonda Strout, Principal
461 Green Orchard Place
Riverside, CA 92506
Phone: 951-999-1617

14.2 **BONDING.** City shall bear the full cost of any fidelity or other bonds required of the Staffing Firm under any laws or ordinance.

14.3 **BACKGROUND CHECK.** Within three (3) calendar days of the effective date of this Agreement, Consultant shall contact the City's Human Resources Department to schedule a LiveScan fingerprinting. Consultant shall not commence any Services relating to this Agreement until the LiveScan results have been reviewed by the Human Resources Department. A negative LiveScan report may result in the termination of this Agreement.

14.4 **ENTIRE AGREEMENT.** This Agreement, including the General Conditions of Assignment and the Terms of Payments incorporated herein and attached hereto as "Exhibit A," is intended to be the final, complete, and exclusive statement of the terms of Staffing Firm/Consultant's engagement with the City. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of Staffing Firm/Consultant, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of City, now or in the future, apply to Staffing Firm/Consultant and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

14.5 **AMENDMENTS.** This Agreement may not be amended except in the form of a written amendment to this Agreement approved by the City Council.

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

14.7 ASSIGNMENT. Staffing Firm/Consultant shall not assign any rights or obligations under this Agreement. City may, upon prior written notice to Staffing Firm/Consultant, assign its rights and obligations hereunder.

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

14.9 ATTORNEYS' FEES. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

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

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

14.12 ACKNOWLEDGMENT. Staffing Firm acknowledge that it has had the opportunity to consult legal counsel in regard to this Agreement, that it has read and understands this Agreement, that it is fully aware of its legal effect, and that it has entered into it freely and voluntarily and based on Staffing Firm's own judgment and not on any representations or promises other than those contained in this Agreement.

14.13 COUNTERPARTS. This Agreement shall be executed in four (4) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Staffing Firm, one counterpart shall be retained by the Human Resources Department, one counterpart shall be retained by the Office of the City Manager, and the fourth counterpart shall be retained by the City Clerk for permanent archiving by the City.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed on the date first indicated above.

CITY OF CUDAHY:

**HR DYNAMICS AND PERFORMANCE
MANAGEMENT**

By: 

Jose E. Pulido, City Manager

By: 

Rhonda Strout, Principal

Date: _____

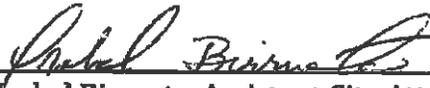
Date: 2/2/15

ATTEST:

APPROVED AS TO FORM:

By: 

Victor H. Ferrer, Deputy City Clerk

By: 

Isabel Birrueta, Assistant City Attorney

Date: ~~2/2/15~~ _____

Date: _____

EXHIBIT "A"

SCOPE OF WORK

I. Services

Consultant's Human Resources services shall include, but not be limited to, the following duties:

A. General Human Resources Services

To plan, organize, and direct the development, implementation and administration of the City's human resources management system, labor relations programs and risk management program. Duties may include, but are not limited to the following:

Plan, organize and direct the administration of the City's personnel policies, practices, and procedures; advise management and employees in their interpretation when necessary. Develop and assist in development and implementation of goals, objectives, policies and priorities. Supervise and administer the classification, compensation, recruitment and selection, equal employment, labor relations, evaluations, training and risk management programs. Participate in formulating, recommending, and coordinating the implementation of policies, rules, and practices for accomplishing the goals of the personnel program. Assist in contract negotiations through development of strategies, research and presentation of relevant information. Perform research and maintain records; administer and interpret provisions of labor agreements. Advise management and employees regarding grievance procedures; monitor and administer grievance procedures. Maintain the City's official personnel files. Coordinate human resources/risk management activities with other City departments. Supervise and participate in the preparation of various personnel reports; make oral presentations as necessary. Prepare and administer the human resources/risk management budget. Maintain departmental awareness of current human resources practices and current state and federal laws related to personnel and risk management. Attend conferences and meetings in human resources, risk management and labor relations field. Assess, recommend and coordinate City's training programs. Select, supervise, develop, train and evaluate assigned staff. Promote and maintain safety in the workplace. Perform other related duties as assigned.

B. Additional Services

In addition to the general Human Resources services outlined above, Consultant shall also provide the following:

1. Strengths, Weaknesses, Opportunities, Threats ("SWOT") Analysis (General Assessment of the Human Resources Function; and
2. Prepare job classifications/descriptions in preparation for labor negotiations; and
3. Advise and participate in labor negotiations between the City and its employees.

II. Compensation

Compensation Calculation

Hourly Rate	\$95.00/hr.
Expected Work Hours	160 hours per month (not to exceed 40 hours per week)
Expected Initial Term	12 Months
Expected Monthly Amount	\$6,080.00 per month

EXHIBIT "B"
(See the attached Scope of Work)

EXHIBIT "B"

SCOPE OF WORK

HUMAN RESOURCES CONSULTING

SCOPE OF SERVICES

- 1) Conduct a comprehensive review and assessment of the status of the City's Human Resources function; collect data; evaluate findings and make recommendations consistent with industry best practices in the following areas including, but not limited to:
 - Appropriate staffing levels.
 - Appropriate systems and use of technology.
 - Record keeping methods.
 - Customer service and client department satisfaction.
 - City's training and development programs.
 - City's recruitment and selection programs.
 - City's employee and labor relations programs.

- 2) Conduct a comprehensive review of the City's classification/compensation and fringe benefit provisions, including the following:
 - Review all applicable Resolutions, MOU's, and personnel rules.
 - Consolidate all applicable salary and benefit provisions into a comprehensive Fringe Benefits and Salary Plan document.
 - Conduct job analyses for all City positions, and prepare current and relevant job descriptions.
 - Recommend an organizational structure/staffing plan to address current needs.
Identify the City's labor market (comparable agencies) and compensation philosophy.
 - Conduct a salary and benefits survey with comparable agencies.

- 3) Review and recommend cost effective strategies to the City's employee benefit programs.

- 4) Conduct a comprehensive review of the City's labor agreements and personnel rules, and provide recommendations to the City Manager for labor negotiations.

- 5) Perform a full analysis and update of the City's personnel rules.

- 6) Provide advisement to the City Manager and the Acting Human Resources Specialist regarding handling of various complex Human Resources matters.
- 7) Provide advisement to the City related to compliance with various audit findings, including strategies and solutions.
- 8) Develop a formal complaint process for the City, including applicable forms and tracking system.

METHODOLOGY

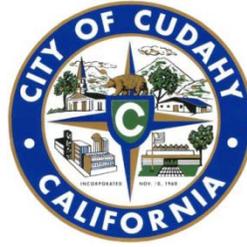
The Consultant shall develop a timeline for the independent completion of all defined tasks, to be completed in 18 months. The Consultant shall meet with staff at prescribed times initiated by the Consultant, as needed for the purposes of conducting various interviews and collecting data in order to evaluate the Human Resources function including files, reports, official documents, policies, practices, etc.

Data collected will be used to compare against best practices and in order to make recommendations to the City for future consideration and implementation.

DELIVERABLES

The following products shall be delivered to the City:

- 1) New Job Descriptions
- 2) Salary/Benefit Survey
- 3) HR Assessment/Best Practices
- 4) Fringe Benefit and Salary Plan Document
- 5) Updated Personnel Rules
- 6) Organizational Chart
- 7) Labor Agreement Recommendations/Reforms
- 8) Complaint Process System



Item Number 9D

STAFF REPORT

Date: June 8, 2015

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

From: Jose E. Pulido, City Manager / Executive Director
By: Jennifer Hernandez, Acting Human Resources Specialist

Subject: **Consideration to Approve a Second Amendment to the Professional Services Agreement with HR Dynamics & Performance Management for Professional Management Consulting Services**

RECOMMENDATION

The City Council is requested to approve a Second Amendment to the Professional Service Agreement (PSA) with HR Dynamics & Performance Management to provide professional management consulting services, funded by the General Fund and Successor Agency.

BACKGROUND

1. On May 20, 2014, the City Council approved the Professional Services Agreement (PSA) with HR Dynamics & Performance Management to provide professional management services.
2. On August 19, 2014, the Master Agreement was amended by the Cudahy City Council at its Regular Meeting.
3. On October 21, 2014, the City Council approved the Fiscal Year (FY) 2014-15 City Budget which included an appropriation of \$195,000 for consulting services.

ANALYSIS

The consultant will continue to provide consulting services to the City Manager for Economic

Development Projects, Strategic Plan, City Concept Development, Miscellaneous Workshops, and Projects associated with the City's General Plan Development. The amended scope of work clarifies the intended work consistent with the original proposal.

CONCLUSION

City Council approval of this Second Amendment to the Human Resources Dynamics & Performance Management Professional Services Agreement will clearly define the intended scope of work, and continue the current work underway by providing professional management consulting services.

FINANCIAL IMPACT

There are no new costs associated with this action. Previous City Council action on August 19, 2014 approved the appropriation of funds, which have been subsequently budgeted.

ATTACHMENTS

- A. Second Amendment to Professional Service Agreement with HR Dynamics & Performance Management – 2015
- B. First Amendment to the Professional Service Agreement with HR – September 2, 2014
- C. Professional Service Agreement with HR Dynamics & Performance Management – July 1, 2014
- D. Amendment to Contract, Scope of Work (Exhibit B)



SECOND AMENDMENT
TO AGREEMENT FOR TEMPORARY PROFESSIONAL SERVICES
(Engagement: Temporary Professional Services)
(Parties: HR Dynamics and the City of Cudahy in its Capacity as Successor Agency)

THIS SECOND AMENDMENT TO TEMPORARY PROFESSIONAL SERVICES AGREEMENT (the "Agreement") to that certain document entitled "Temporary Professional Services" (the "Master Agreement") executed as of June 2, 2014, by and between the City of Cudahy in its capacity as Successor Agency, a municipal corporation and general law city (hereinafter, "City") and HR Dynamics & Performance Management (hereinafter, "CONSULTANT") is made and entered into this 8th day of June 2015. For the purposes of this Agreement, City and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or CONSULTANT interchangeably.

RECITALS

WHEREAS, on or about June 2, 2014, the Parties executed and entered into the Master Agreement which is attached hereto as Exhibit "A"; and

WHEREAS, on or about September 2, 2014, the Parties executed and entered into the Master Agreement which is attached hereto as Exhibit "A"; and

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

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

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

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

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

WHEREAS, the execution of this Agreement was approved by the Cudahy City Council at its Regular Meeting of June 8, 2015.

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

AGREEMENT

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

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

3. Term. This Agreement shall have a limited term of one (1) year commencing from the September 2, 2014, and may be extended subject to new work assignments, unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may renew for up to two (2) three month extension terms, upon approval from City Council, unless City issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). Nothing in the foregoing sentence shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement prior to the expiration of the initial Term or any extension term.

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

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

6. Compensation/Reimbursement.

A. CONSULTANT shall perform all of the various services and tasks that comprise the Work in accordance with Exhibit "A." CONSULTANT shall be billed out at an hourly rate of EIGHTY FIVE DOLLARS PER HOUR (\$85.00/hour) (hereinafter "Hourly Rate").

B. Notwithstanding section 6.A, above, CONSULTANT's total compensation for the Services under this Agreement may not exceed the sum of SEVENTY TWO THOUSAND NINE HUNDRED SIXTY DOLLARS (\$72,960.00) (hereinafter, the "Contract Price"). In no event shall the total compensation and costs payable to CONSULTANT under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Director-Treasurer

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

C. City shall pay CONSULTANT at the Hourly Rate as CONSULTANT performs the various services and tasks that make up the Work. CONSULTANT shall submit to City a monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by CONSULTANT and its various employees. The statement shall describe the specific tasks performed. City shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

D. REIMBURSEMENT. City recognizes that CONSULTANT may incur certain expenses of a non-personal nature in the performance of Consultant's duties under this Agreement. City agrees to reimburse or to pay for an amount not to exceed FIVE HUNDRED DOLLARS (\$500.00) per month for such business expenses that are incurred by CONSULTANT in the performance of CONSULTANT's duties in accordance with City's expense reimbursement procedures, as the same may be updated and/or amended from time to time by the City Council.

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

- Control and responsibility for the conduct of CONSULTANT's personnel/employees and how and when Services are performed;
- Determining when and the amounts CONSULTANT's personnel will be paid; Payment of any overtime, vacation pay, sick pay, employee benefits (including but not limited to health insurance, life insurance, disability insurance, unemployment and workers compensation insurance).
- Evaluation of CONSULTANT's personnel
- Providing anything needed to perform the Services;
- CONSULTANT shall provide any required instruction to its personnel as to how the Services are performed;
- CONSULTANT shall be responsible for its expenses and expenses of its personnel except as otherwise specified in this Agreement;

- CONSULTANT shall be free to contract for similar services with other clients;
- CONSULTANT bears all risk of profit or loss;
- CONSULTANT shall be responsible for any investment required to provide the Services; and
- CONSULTANT shall have its own office or facilities (if needed), its own vehicles and handle its own billing and bookkeeping.

8. Indemnification.

8.1 To the extent permitted by law, CONSULTANT will defend and hold City and its directors, officers, agents, representatives, and employees (collectively "Indemnitees") harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CONSULTANT or CONSULTANT's officers, employees, or authorized agents' breach of this Agreement; its failure to discharge its material duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of CONSULTANT or CONSULTANT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

8.2 To the extent permitted by law, City will defend, and hold CONSULTANT and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorney's fees) to the extent caused by City or City's officers, employees, or authorized agents' breach of this Agreement; its failure to discharge its duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of City or City's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

8.3 City shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due City from CONSULTANT as a result of CONSULTANT's failure to pay City promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay legally required taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

8.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents and volunteers.

8.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other

person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

8.6 City does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

8.7 If controversy arises between CONSULTANT and CalPERS regarding the impact of this Agreement and the services provided herein upon the nature of CalPERS's retirement benefits, City shall provide factual information as need to potentially resolve the controversy but shall have no obligation to intervene in or defend or prosecute such dispute notwithstanding the indemnification set forth in this Section. CONSULTANT shall defend and indemnify CITY in the event that City is a named party in an action between CONSULTANT and CalPERS regarding the services under this Agreement.

8.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity. Notwithstanding anything to the contrary in this Agreement, CONSULTANT shall have no obligation of indemnity or liability for any claims to the extent arising out of City's negligence or willful misconduct, or failure to comply with the requirements of this Agreement.

9. Insurance.

CONSULTANT agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under the Agreement) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of the various services, functions, duties and tasks set forth under the Agreement as described below. Throughout the term of the Agreement, CONSULTANT shall procure and maintain the following policies of insurance:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability

Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. **Professional Liability Insurance:** For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

10. **Confidentiality.** All memoranda, contracts, complaints, documentation, written information, and other materials provided to, or prepared by, CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shared exclusively with City as deemed appropriate by City.

11. **Termination.** CONSULTANT may not terminate this Agreement except upon 30 days' written notice to City. This Agreement may be terminated by City without cause, upon 30 days' written notice to CONSULTANT. In the event of termination, CONSULTANT shall be entitled to receive compensation during the thirty (30) day notice period at the rates set forth in this Agreement but not thereafter.

In the event of breach of the Agreement by CONSULTANT, City may terminate the Agreement immediately by written notice to CONSULTANT; may reduce payment to the CONSULTANT in the amount necessary to offset City's resulting damages; and may pursue any other legally available remedies. In said event, CONSULTANT shall be entitled to the reasonable value of its services, at the rates set forth in this Agreement, performed up to the day it received City's Notice of Termination, minus any offset from such payment representing City's damages from such breach. Failure of CONSULTANT to provide City reports and other written material, which meets or exceeds reasonable professional standards, shall cause damages which are unascertainable at the inception hereof, entitling City to offset any payments due on the Agreement in the form of liquidated damages and not as a penalty. City reserves the right to delay any post-termination payment until completion of any partially-completed Services or correction of any substandard Services, as may be determined in City's sole discretion, so as to permit a full and complete accounting of costs.

12. **Ownership of Documents.** All reports and other contract deliverables prepared under this Agreement by CONSULTANT shall be and remain the property of City upon City's compensation of CONSULTANT for the Services as herein provided. CONSULTANT shall not release to others information furnished by City without prior approval of City.

13. **Notices.** Services of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City's Notice Address
City of Cudahy
Attn: Jose E. Pulido, City Manager
5220 Santa Ana Street
Cudahy, CA 90201

CONSULTANT

Rhonda D. Strout

Human Resources Dynamics and Performance Management, Inc.

461 Green Orchard Place

Riverside, CA 92506

14. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of CONSULTANT each represent and warrant that they have the legal power, right and actual authority to bind CONSULTANT to the terms and conditions hereof and thereof.

15. Construction of Agreement: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

16. Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17. Amendment; Modification: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

18. Captions: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19. Inconsistencies or Conflicts: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

20. Entire Agreement: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 17, above.

21. Counterparts: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 17, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by City.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, City and CONSULTANT have caused this Agreement to be duly executed on the day and year first above written.

CITY OF CUDHAY

CONSULTANT: HR DYNAMICS

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

EXHIBIT "A"

(See the attached Master Agreement/First Amendment)

2014

AGREEMENT FOR TEMPORARY PROFESSIONAL MANAGEMENT SERVICES

(Parties: HR Dynamics and Performance Management and the City of Cudahy in its Capacity as Successor Agency)

THIS 2014 AGREEMENT FOR TEMPORARY PROFESSIONAL MANAGEMENT SERVICES ("Agreement") by and between the CITY OF CUDAHY in its capacity as SUCCESSOR AGENCY, a municipal corporation and general law city ("CITY") and HR Dynamics and Performance Management (hereinafter, "Staffing Firm") is made and entered into the last date of signature below, but shall not take effect until signed by all of the parties to this Agreement as indicated on the signature page below. For the purposes of this Agreement, CITY/AGENCY and Staffing Firm may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Staffing Firm interchangeably.

RECITALS

WHEREAS, City, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any person for the furnishing of services and advice in finance, economic, accounting or administrative matters if such persons are specially trained and experienced and competent to perform such special services required; and

WHEREAS, the CITY/AGENCY wishes to engage the Staffing Firm for the purposes of retaining a person to perform the duties and functions as mentioned in the attached Scope of Work for the CITY/AGENCY on an interim basis; and

WHEREAS, City/Agency's in-house personnel are presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, Staffing Firm has proposed and City/Agency has agreed to appoint a Consultant ("Consultant") who possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CITY/AGENCY and Staffing Firm wish to enter into the Agreement in order to set forth the rights and obligations of the PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and based upon the recitals set forth above, CITY/AGENCY and Staffing Firm agree as follows:

ARTICLE 1. DUTIES AND AUTHORITY

1.1 DUTIES. Consultant shall provide assistance to the City Council/Successor Agency with economic development, and facilitating a strategic plan and handling the details of the successor agency with the Finance Director. Additionally, the Consultant will conduct a series of workshops for code enforcement, and the Joint Planning Commission/City Council/Agency, City commissions and the City Council. Other services the consultant will provide will consist of assisting in the Development of the Fiscal Budget, conduct the City Manager recruitment process and background check, executive coaching, organizational development of staff and assist in the search for a new insurance provider. Services will also include drafting formal written communication to document findings, processes, changes, and recommendations. Consultant shall keep the City Council/Successor Agency, fully informed of all significant activities and initiatives or undertakings in connection with his duties and responsibilities.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS; TERMINATION FOR CONVENIENCE

2.1 INDEPENDENT CONTRACTOR STATUS. The PARTIES acknowledge, understand and agree that Consultant is, and shall at all times remain, a wholly independent contractor and shall not be considered an employee of the CITY/AGENCY. Given the temporary and interim nature of this engagement, it is the desire and intent of the PARTIES that Consultant shall be an "independent contractor" who is not also an employee within the meaning of Government Code Section 20300(b), and by such status is excluded from compulsory enrollment in the California Public Employees Retirement System established under the Public Employees Retirement Law ("PERL") (Government Code Section 20000 et seq.).

ARTICLE 3. TERM OF AGREEMENT

3.1 The term of this Agreement ("Term") shall be deemed to have commenced on June 2, 2014 and shall end on August 22, 2014 and thereafter shall renew automatically on a month-to-month basis unless prior to the expiration of the Term or any extension term, the City Council/Agency declines to extend the engagement. Nothing in the foregoing sentence shall operate to prohibit or otherwise restrict the CITY/AGENCY's ability to terminate this Agreement prior to the expiration of the initial Term or any extension term as provided under Articles 11 and 12 of this Agreement below.

ARTICLE 4. PERFORMANCE SCHEDULE

4.1 ATTENDANCE AND MEETINGS, CONFERENCES AND SPECIAL FUNCTIONS. Section 4.1 notwithstanding, Consultant, as directed by the City Council/Successor Agency, shall also be available to attend public meetings, business meetings, conferences and functions that may be scheduled outside of normal CITY/AGENCY business hours, including but not limited to all regular, special, adjourned and/or emergency meetings of the CUDAHY City Council/Successor Agency, and CITY/AGENCY shall be billed for all such hours Consultant attends such meetings required by CITY/AGENCY.

4.2 RESTRICTION ON HOURS WORKED: The Term of this Agreement and the provisions of Section 4.1 notwithstanding, in no event may Consultant's total hours worked under this Agreement exceed more than 1,000 hours during any single fiscal year. Consultant shall maintain a log of Consultant's daily work hours (including start time and departure time) to monitor compliance with this provision. Staffing Firm shall have no obligation to continue performance once the 1,000 hour limitation has been attained. Furthermore, CITY/AGENCY shall have the responsibility to monitor fees charged in relation to the not to exceed amount. CITY/AGENCY shall be responsible for all charges for services in the event CITY/AGENCY fails to notify Staffing Firm of termination of the assignment or fails to increase of the not-to-exceed amount. For purposes of this Agreement, the term "fiscal year" shall mean the period of time commencing from July 1st of a calendar year and ending on June 30th of the calendar year immediately following.

ARTICLE 5. COMPENSATION AND REIMBURSEMENT

5.1 COMPENSATION.

- A. Staffing Firm shall perform all of the various services and tasks that comprise the Work in accordance with Exhibit "A." Staffing Firm shall be paid for the number of hours Consultant provides in performance of the Work. Consultant shall not exceed Forty (40) hours per a work week,

unless authorized by City Council. Consultant shall be billed out at an hourly rate of EIGHTY FIVE DOLLARS PER HOUR (\$85.00/hour) (hereinafter "Hourly Rate").

- B. CITY/AGENCY shall pay Staffing Firm at the Hourly Rate in a bi-weekly format to run stimulations to employee payroll as Consultant performs the various services and tasks that make up the Work. At the end of each pay period during the term of this Agreement, Staffing Firm shall submit to CITY a bi-monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by Consultant and its various employees. The statement shall describe the specific tasks performed. CITY/AGENCY shall not withhold applicable taxes or other authorized deductions from payments made to Staffing Firm.

5.2 REIMBURSEMENT. CITY/AGENCY recognizes that Consultant may incur certain expenses of a non-personal nature in the performance of Consultant's duties under this Agreement. CITY/AGENCY agrees to reimburse or to pay for an amount not to exceed THREE HUNDRED DOLLARS (\$300.00) per a month for such business expenses that are incurred by Consultant in the performance of Consultant's duties in accordance with CITY/AGENCY's expense reimbursement procedures, as the same may be updated and/or amended from time to time by the City Council.

ARTICLE 6. NO BENEFITS

6.1 Except as otherwise provided under Article 5 of the Agreement, Consultant shall not receive any benefits, incentives, compensation in lieu of benefits or any other form of compensation above the hourly compensation provided under Article 5, above. As Consultant is billed out on an hourly basis, the Parties acknowledge, understand and agree that Consultant need not be enrolled under CalPERS pursuant to Section 4 of that certain contract amendment entitled "Amendment to Contract between the Board of Administration of the Public Employees' Retirement System and the City Council of the City of Cudahy" approved by way of City Council Ordinance No. 2259 on March 28, 1989 (hereinafter, the "1989 Amendment"). The contract-based exclusion from enrollment set forth under the 1989 Amendment is authorized pursuant to Government Code Section 20502.

6.2 Consultant acknowledges, understands and agrees that Consultant is not a regular employee of the CITY/AGENCY and is not entitled receive any benefits generally available to employees of the CITY/AGENCY, including but not limited to medical insurance, dental insurance, sick leave, paid vacation, retirement benefits, unemployment benefits or otherwise which accrue to employees of the CITY/AGENCY, and hereby expressly waives any right or claim to such benefits.

ARTICLE 7. INDEMNITY

7.1 To the extent permitted by law, Staffing Firm will defend, and hold CITY/AGENCY and its directors, officers, agents, representatives, and employees (collectively "Indemnitees") harmless from all claims, losses, and liabilities (including reasonable attorney's fees) to the extent caused by Staffing Firm or Staffing Firm's officers, employees, or authorized agents breach of this Agreement; its failure to discharge its material duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of Staffing Firm or Staffing Firm's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.2 To the extent permitted by law, CITY/AGENCY will defend, and hold Staffing Firm and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorney's fees) to the extent caused by CITY/AGENCY or CITY's officers, employees, or

authorized agents breach of this Agreement; its failure to discharge its duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of CITY/AGENCY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.3 CITY/AGENCY shall have the right to offset against the amount of any compensation due Staffing Firm under this Agreement any amount due CITY/AGENCY from Staffing Firm as a result of Staffing Firm's failure to pay CITY/AGENCY promptly any indemnification arising under this Article and related to Staffing Firm's failure to either (i) pay legally required taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

7.4 The obligations of Staffing Firm under this Article will not be limited by the provisions of any workers' compensation act or similar act. Staffing Firm expressly waives its statutory immunity under such statutes or laws as to CITY/AGENCY and CITY/AGENCY's elected and appointed officials, officers, employees, agents and volunteers.

7.5 Staffing Firm agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Staffing Firm in the performance of this Agreement. In the event Staffing Firm fails to obtain such indemnity obligations from others as required herein, Staffing Firm agrees to be fully responsible and indemnify, hold harmless and defend CITY/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 reckless, negligent, or otherwise wrongful acts, errors or omissions of Staffing Firm's subcontractors or any other person or entity involved by, for, with or on behalf of Staffing Firm in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY/AGENCY's choice.

7.6 CITY/AGENCY does not, and shall not, waive any rights that it may possess against Staffing Firm 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.

7.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY/AGENCY may have at law or in equity. Notwithstanding anything to the contrary in this Agreement, Staffing Firm shall have no obligation of indemnity, or liability for any claims to the extent arising out of CITY/AGENCY negligence or willful misconduct, or failure to comply with the requirements of this Agreement.

8. INSURANCE

8.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Staffing Firm agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under the Contract) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of the various services, functions, duties and tasks set forth under the Contract as described below. Throughout the term of the Contract, the Staffing Firm shall procure and maintain the following policies of insurance:

- a. **Workers' Compensation Insurance/ Employer's Liability Insurance:** Consultant shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY/AGENCY and CITY/AGENCY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
- b. **Professional Liability Insurance:** For the full term of this Agreement and for a period of two (2) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.

ARTICLE 9. BUSINESS RELATED EQUIPMENT

Consultant acknowledges, understands and agrees that he will not receive, nor shall he be entitled to any type of personal mobile communication device for the performance of his duties under this Agreement such as a cell phone or an iPad.

ARTICLE 10. CITY DOCUMENTS AND CONFIDENTIALITY

10.1 **CITY DOCUMENTS.** All data, studies, reports and other documents prepared by Consultant while performing Consultant's duties during the term of this Agreement shall be furnished to and become the property of the CITY, without restriction or limitation on their use.

10.2 **CONFIDENTIALITY.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant to the extent permitted by applicable law. Such materials shall not, without CITY/AGENCY's prior written consent, be used by Consultant for any purposes other than the performance of Consultant's duties.

ARTICLE 11. TERMINATION FOR CONVENIENCE

11.1 **TERMINATION FOR CONVENIENCE.** Consultant shall serve at the pleasure of the City Council. Consultant's engagement with CITY/AGENCY may be terminated for convenience at any time by the City Council without cause upon the issuance of written notice specifying the effective date of such termination, which may provide that such termination shall take effect immediately upon the issuance of the notice.

11.2 **NO PRE-TERMINATION HEARING.** Consultant shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate CONSULTANT's engagement.

11.3 **NO PROPERTY INTEREST.** It is understood and agreed by the PARTIES that Staffing Firm/Consultant's engagement with the CITY/AGENCY is temporary in nature and that Staffing Firm/Consultant shall have no expectation of ongoing or long-term employment with the CITY/AGENCY. Nothing in this Agreement shall confer upon Staffing Firm/Consultant any right or property interest in employment with CITY/AGENCY.

11.4 NO SEVERANCE PAY. Consultant expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement prior to the expiration of the Term or any extension term.

11.5 STAFFING FIRM TERMINATION. Staffing Firm may terminate this Agreement at any time without cause and for convenience, provided it provides the City Council with no less than fifteen (15) calendar days advance written notice prior to the effective date of termination. The City Council may shorten the effective date of any termination for convenience initiated by Staffing Firm in the City Councils' sole and absolute discretion.

ARTICLE 12. TERMINATION FOR CAUSE

12.1 EVENTS OF DEFAULT; BREACH OF AGREEMENT

- A. In the event either PARTY fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the PARTY alleging an Event of Default shall give written notice to the defaulting PARTY (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 10.1B and 10.1C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting PARTY fails to cure the Event of Default within fifteen (15) calendar days of the non-defaulting PARTY's issuance of a written notice of default (hereinafter, a "Notice of Default") to the defaulting party.
- B. CITY/AGENCY, in its sole and absolute discretion, may also immediately suspend Consultant's performance under this Agreement pending Consultant's cure of any Event of Default by giving Staffing Firm/Consultant written notice of CITY/AGENCY's intent to suspend Staffing Firm/Consultant's performance (hereinafter, a "Suspension Notice"). CITY/AGENCY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Staffing Firm/Consultant shall be compensated only for those services rendered up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY/AGENCY shall operate to prohibit or otherwise restrict CITY/AGENCY's ability to suspend this Agreement as provided herein.
- C. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a PARTY shall give the other PARTY any contractual rights by custom, estoppel, or otherwise.
- D. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY/AGENCY at law or under this Agreement in the event of any breach of this Agreement, CITY/AGENCY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to Staffing Firm/Consultant, the CITY/AGENCY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to Staffing Firm/Consultant, the CITY/AGENCY may extend the time of performance;
- iii. The CITY/AGENCY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Staffing Firm/Consultant's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY/AGENCY may exercise any other available and lawful right or remedy.

CITY/AGENCY may seek legal fees plus other costs and expenses that CITY/AGENCY incurs upon Staffing Firm's breach of this Agreement or in the CITY/AGENCY's exercise of its remedies under this Agreement.

- E. In the event CITY/AGENCY is in breach of this Agreement, Staffing Firm/Consultant's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Staffing Firm/Consultant under this Agreement for services rendered.

ARTICLE 13. CONDITIONS OF CONSULTANT'S SERVICES

13.1 CONFLICT-OF-INTEREST. CITY/AGENCY shall direct Consultant to sign a separate writing stating the following obligations: Consultant shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business within the corporate limits of CITY/AGENCY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. Consultant further agrees not to invest in any other real estate or property improvements within the corporate limits of CITY/AGENCY during the term of this Agreement without the prior consent of the City Council.

13.2 CONSULTANT VEHICLE. Consultant shall provide his transportation to and from the worksite.

ARTICLE 14. GENERAL PROVISIONS

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

CITY/AGENCY's Notice Address:
City of Cudahy
Attn: Steven Dobrenen, Finance Director
5220 Santa Ana Street
Cudahy, California 90201

Staffing Firm's Address:
HR Dynamics and Performance Management
Principal, Rhonda Strout
461 Green Orchard Place
Riverside, CA 92506
Phone: 951-999-1617

14.2 **BONDING.** CITY/AGENCY shall bear the full cost of any fidelity or other bonds required of the Staffing Firm under any laws or ordinance.

14.3 **BACKGROUND CHECK.** Within three (3) calendar days of the effective date of this Agreement, Consultant shall contact the City's Human Resources Department to schedule a LiveScan fingerprinting. Consultant shall not commence any Services relating to this Agreement until the LiveScan results have been reviewed by the Human Resources Department. A negative LiveScan report may result in the termination of this Agreement.

14.4 **ENTIRE AGREEMENT.** This Agreement, including the General Conditions of Assignment and the Terms of Payments incorporated herein and attached hereto as "Exhibit A," is intended to be the final, complete, and exclusive statement of the terms of Staffing Firm/Consultant's engagement with the CITY/AGENCY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of Staffing Firm/Consultant, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY/AGENCY, now or in the future, apply to Staffing Firm/Consultant and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

14.5 **AMENDMENTS.** This Agreement may not be amended except in the form of a written amendment to this Agreement approved by the City Council.

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

14.7 **ASSIGNMENT.** Staffing Firm/Consultant shall not assign any rights or obligations under this Agreement. CITY/AGENCY may, upon prior written notice to Staffing Firm/Consultant, assign its rights and obligations hereunder.

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

14.9 **ATTORNEYS' FEES.** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

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

14.11 **INTERPRETATION.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any PARTY. By way of example and not in limitation, this Agreement shall not be construed in favor of the PARTY receiving a benefit nor against the PARTY responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the

interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the PARTIES to this Agreement and by no other means. Each PARTY waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

14.12 ACKNOWLEDGMENT. Staffing Firm acknowledge that it has had the opportunity to consult legal counsel in regard to this Agreement, that it has read and understands this Agreement, that it is fully aware of its legal effect, and that it has entered into it freely and voluntarily and based on Staffing Firm's own judgment and not on any representations or promises other than those contained in this Agreement.

14.13 COUNTERPARTS. This Agreement shall be executed in four (4) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Staffing Firm, one counterpart shall be retained by the Human Resources Department, one counterpart shall be retained by the Office of the City Manager, and the fourth counterpart shall be retained by the City Clerk for permanent archiving by the CITY/AGENCY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, CITY/AGENCY has caused this Agreement to be signed and executed on the date first indicated above.

CITY OF CUDAHY in its CAPACITY AS SUCCESSOR AGENCY HR Dynamics and Performance Management

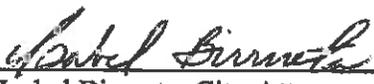
By: 
Chris Garcia,
Chair

By: 
Rhonda Strout
Principal

Date: 9/2/14

Date: 9/2/14

APPROVED AS TO FORM:

By: 
Isabel Birrueta, City Attorney

2014

AGREEMENT FOR TEMPORARY PROFESSIONAL MANAGEMENT SERVICES

(Parties: HR Dynamics and Performance Management and the City of Cudahy)

THIS 2014 AGREEMENT FOR TEMPORARY PROFESSIONAL MANAGEMENT SERVICES ("Agreement") by and between the CITY OF CUDAHY, a municipal corporation and general law city ("CITY") and HR Dynamics and Performance Management (hereinafter, "Staffing Firm") is made and entered into the last date of signature below, but shall not take effect until signed by all of the parties to this Agreement as indicated on the signature page below. For the purposes of this Agreement, CITY and Staffing Firm may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Staffing Firm interchangeably.

RECITALS

WHEREAS, City, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any person for the furnishing of services and advice in finance, economic, accounting or administrative matters if such persons are specially trained and experienced and competent to perform such special services required; and

WHEREAS, the CITY wishes to engage the Staffing Firm for the purposes of retaining a person to perform the duties and functions as mentioned in the attached Scope of Work for the CITY on an interim basis; and

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WHEREAS, Staffing Firm has proposed and City has agreed to appoint a Consultant ("Consultant") who possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CITY and Staffing Firm wish to enter into the Agreement in order to set forth the rights and obligations of the PARTIES.

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1.1 DUTIES. Consultant shall provide assistance to the City Council with economic development, and facilitating a strategic plan and handling the details of the successor agency with the Finance Director. Additionally, the Consultant will conduct a series of workshops for code enforcement, and the Joint Planning Commission/City Council, City commissions and the City Council. Other services the consultant will provide will consist of assisting in the Development of the Fiscal Budget, conduct the City Manager recruitment process and background check, executive coaching, organizational development of staff and assist in the search for a new insurance provider. Services will also include drafting formal written communication to document findings, processes, changes, and recommendations. Consultant shall keep the City Council, the fully informed of all significant activities and initiatives or undertakings in connection with his duties and responsibilities.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS; TERMINATION FOR CONVENIENCE

2.1 **INDEPENDENT CONTRACTOR STATUS.** The PARTIES acknowledge, understand and agree that Consultant is, and shall at all times remain, a wholly independent contractor and shall not be considered an employee of the CITY. Given the temporary and interim nature of this engagement, it is the desire and intent of the PARTIES that Consultant shall be an “independent contractor” who is not also an employee within the meaning of Government Code Section 20300(b), and by such status is excluded from compulsory enrollment in the California Public Employees Retirement System established under the Public Employees Retirement Law (“PERL”) (Government Code Section 20000 et seq.).

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4.2 **RESTRICTION ON HOURS WORKED:** The Term of this Agreement and the provisions of Section 4.1 notwithstanding, in no event may Consultant’s total hours worked under this Agreement exceed more than 1,000 hours during any single fiscal year. Consultant shall maintain a log of Consultant’s daily work hours (including start time and departure time) to monitor compliance with this provision. Staffing Firm shall have no obligation to continue performance once the 1,000 hour limitation has been attained. Furthermore, CITY shall have the responsibility to monitor fees charged in relation to the not to exceed amount. CITY shall be responsible for all charges for services in the event CITY fails to notify Staffing Firm of termination of the assignment or fails to increase of the not-to-exceed amount. For purposes of this Agreement, the term “fiscal year” shall mean the period of time commencing from July 1st of a calendar year and ending on June 30th of the calendar year immediately following.

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5.1 COMPENSATION.

A. Staffing Firm shall perform all of the various services and tasks that comprise the Work in accordance with Exhibit “A.” Staffing Firm shall be paid for the number of hours Consultant provides in performance of the Work. Consultant shall not exceed Forty (40) hours per a work week, unless authorized by City Council. Consultant shall be billed out at an hourly rate of EIGHTY FIVE DOLLARS PER HOUR (\$85.00/hour) (hereinafter “Hourly Rate”).

B. CITY shall pay Staffing Firm at the Hourly Rate in a bi-weekly format to run stimulations to employee payroll as Consultant performs the various services and tasks that make up the Work. At the end of each pay period during the term of this Agreement, Staffing Firm shall submit to CITY a bi-monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by Consultant and its various employees. The statement shall describe the specific tasks performed. CITY shall not withhold applicable taxes or other authorized deductions from payments made to Staffing Firm.

5.2 REIMBURSEMENT. CITY recognizes that Consultant may incur certain expenses of a non-personal nature in the performance of Consultant's duties under this Agreement. CITY agrees to reimburse or to pay for an amount not to exceed THREE HUNDRED DOLLARS (\$300.00) per a month for such business expenses that are incurred by Consultant in the performance of Consultant's duties in accordance with CITY's expense reimbursement procedures, as the same may be updated and/or amended from time to time by the City Council.

ARTICLE 6. NO BENEFITS

6.1 Except as otherwise provided under Article 5 of the Agreement, Consultant shall not receive any benefits, incentives, compensation in lieu of benefits or any other form of compensation above the hourly compensation provided under Article 5, above. As Consultant is billed out on an hourly basis, the Parties acknowledge, understand and agree that Consultant need not be enrolled under CalPERS pursuant to Section 4 of that certain contract amendment entitled "Amendment to Contract between the Board of Administration of the Public Employees' Retirement System and the City Council of the City of Cudahy" approved by way of City Council Ordinance No. 2259 on March 28, 1989 (hereinafter, the "1989 Amendment"). The contract-based exclusion from enrollment set forth under the 1989 Amendment is authorized pursuant to Government Code Section 20502.

6.2 Consultant acknowledges, understands and agrees that Consultant is not a regular employee of the CITY and is not entitled receive any benefits generally available to employees of the CITY, including but not limited to medical insurance, dental insurance, sick leave, paid vacation, retirement benefits, unemployment benefits or otherwise which accrue to employees of the CITY, and hereby expressly waives any right or claim to such benefits.

ARTICLE 7. INDEMNITY

7.1 To the extent permitted by law, Staffing Firm will defend, and hold CITY and its directors, officers, agents, representatives, and employees (collectively "Indemnitees") harmless from all claims, losses, and liabilities (including reasonable attorney's fees) to the extent caused by Staffing Firm or Staffing Firm's officers, employees, or authorized agents breach of this Agreement; its failure to discharge its material duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of Staffing Firm or Staffing Firm's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.2 To the extent permitted by law, CITY will defend, and hold Staffing Firm and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorney's fees) to the extent caused by CITY or CITY's officers, employees, or authorized agents breach of this Agreement; its failure to discharge its duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.3 CITY shall have the right to offset against the amount of any compensation due Staffing Firm under this Agreement any amount due CITY from Staffing Firm as a result of Staffing Firm's failure to pay CITY promptly any indemnification arising under this Article and related to Staffing Firm's failure to either (i) pay legally required taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

7.4 The obligations of Staffing Firm under this Article will not be limited by the provisions of any workers' compensation act or similar act. Staffing Firm expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

7.5 Staffing Firm agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Staffing Firm in the performance of this Agreement. In the event Staffing Firm fails to obtain such indemnity obligations from others as required herein, Staffing Firm agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any reckless, negligent, or otherwise wrongful acts, errors or omissions of Staffing Firm's subcontractors or any other person or entity involved by, for, with or on behalf of Staffing Firm in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

7.6 CITY does not, and shall not, waive any rights that it may possess against Staffing Firm because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

7.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity. Notwithstanding anything to the contrary in this Agreement, Staffing Firm shall have no obligation of indemnity, or liability for any claims to the extent arising out of CITY negligence or willful misconduct, or failure to comply with the requirements of this Agreement.

8. INSURANCE

8.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Staffing Firm agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under the Contract) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of the various services, functions, duties and tasks set forth under the Contract as described below. Throughout the term of the Contract, the Staffing Firm shall procure and maintain the following policies of insurance:

- a. **Workers' Compensation Insurance/ Employer's Liability Insurance:** Consultant shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.

- b. **Professional Liability Insurance:** For the full term of this Agreement and for a period of two (2) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.

ARTICLE 9. BUSINESS RELATED EQUIPMENT

Consultant acknowledges, understands and agrees that he will not receive, nor shall he be entitled to any type of personal mobile communication device for the performance of his duties under this Agreement such as a cell phone or an iPad.

ARTICLE 10. CITY DOCUMENTS AND CONFIDENTIALITY

10.1 **CITY DOCUMENTS.** All data, studies, reports and other documents prepared by Consultant while performing Consultant's duties during the term of this Agreement shall be furnished to and become the property of the CITY, without restriction or limitation on their use.

10.2 **CONFIDENTIALITY.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant to the extent permitted by applicable law. Such materials shall not, without CITY's prior written consent, be used by Consultant for any purposes other than the performance of Consultant's duties.

ARTICLE 11. TERMINATION FOR CONVENIENCE

11.1 **TERMINATION FOR CONVENIENCE.** Consultant shall serve at the pleasure of the City Council. Consultant's engagement with CITY may be terminated for convenience at any time by the City Council without cause upon the issuance of written notice specifying the effective date of such termination, which may provide that such termination shall take effect immediately upon the issuance of the notice.

11.2 **NO PRE-TERMINATION HEARING.** Consultant shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate CONSULTANT's engagement.

11.3 **NO PROPERTY INTEREST.** It is understood and agreed by the PARTIES that Staffing Firm/Consultant's engagement with the CITY is temporary in nature and that Staffing Firm/Consultant shall have no expectation of ongoing or long-term employment with the CITY. Nothing in this Agreement shall confer upon Staffing Firm/Consultant any right or property interest in employment with CITY.

11.4 **NO SEVERANCE PAY.** Consultant expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement prior to the expiration of the Term or any extension term.

11.5 **STAFFING FIRM TERMINATION.** Staffing Firm may terminate this Agreement at any time without cause and for convenience, provided it provides the City Council with no less than fifteen (15) calendar days advance written notice prior to the effective date of termination. The City Council may shorten the effective

date of any termination for convenience initiated by Staffing Firm in the City Councils' sole and absolute discretion.

ARTICLE 12. TERMINATION FOR CAUSE

12.1 EVENTS OF DEFAULT; BREACH OF AGREEMENT

- A. In the event either PARTY fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the PARTY alleging an Event of Default shall give written notice to the defaulting PARTY (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 10.1B and 10.1C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting PARTY fails to cure the Event of Default within fifteen (15) calendar days of the non-defaulting PARTY's issuance of a written notice of default (hereinafter, a "Notice of Default") to the defaulting party.
- B. CITY, in its sole and absolute discretion, may also immediately suspend Consultant's performance under this Agreement pending Consultant's cure of any Event of Default by giving Staffing Firm/Consultant written notice of CITY's intent to suspend Staffing Firm/Consultant's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Staffing Firm/Consultant shall be compensated only for those services rendered up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- C. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a PARTY shall give the other PARTY any contractual rights by custom, estoppel, or otherwise.
- D. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to Staffing Firm/Consultant, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to Staffing Firm/Consultant, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Staffing Firm/Consultant's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CITY may seek legal fees plus other costs and expenses that CITY incurs upon Staffing Firm's breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

E. In the event CITY is in breach of this Agreement, Staffing Firm/Consultant's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Staffing Firm/Consultant under this Agreement for services rendered.

ARTICLE 13. CONDITIONS OF CONSULTANT'S SERVICES

13.1 CONFLICT-OF-INTEREST. CITY shall direct Consultant to sign a separate writing stating the following obligations: Consultant shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business within the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. Consultant further agrees not to invest in any other real estate or property improvements within the corporate limits of CITY during the term of this Agreement without the prior consent of the City Council.

13.2 CONSULTANT VEHICLE. Consultant shall provide his transportation to and from the worksite.

ARTICLE 14. GENERAL PROVISIONS

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

CITY's Notice Address:

City of Cudahy
Attn: Steven Dobrenen, Finance Director
5220 Santa Ana Street
Cudahy, California 90201

Staffing Firm's Address:

HR Dynamics and Performance Management
Principal, Rhonda Strout
461 Green Orchard Place
Riverside, CA 92506
Phone: 951-999-1617

14.2 BONDING. CITY shall bear the full cost of any fidelity or other bonds required of the Staffing Firm under any laws or ordinance.

14.3 BACKGROUND CHECK. Within three (3) calendar days of the effective date of this Agreement, Consultant shall contact the City's Human Resources Department to schedule a LiveScan fingerprinting.

Consultant shall not commence any Services relating to this Agreement until the LiveScan results have been reviewed by the Human Resources Department. A negative LiveScan report may result in the termination of this Agreement.

14.4 ENTIRE AGREEMENT. This Agreement, including the General Conditions of Assignment and the Terms of Payments incorporated herein and attached hereto as "Exhibit A," is intended to be the final, complete, and exclusive statement of the terms of Staffing Firm/Consultant's engagement with the CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of Staffing Firm/Consultant, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to Staffing Firm/Consultant and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

14.5 AMENDMENTS. This Agreement may not be amended except in the form of a written amendment to this Agreement approved by the City Council.

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

14.7 ASSIGNMENT. Staffing Firm/Consultant shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to Staffing Firm/Consultant, assign its rights and obligations hereunder.

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

14.9 ATTORNEYS' FEES. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

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

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

14.12 ACKNOWLEDGMENT. Staffing Firm acknowledge that it has had the opportunity to consult legal counsel in regard to this Agreement, that it has read and understands this Agreement, that it is fully aware of its legal effect, and that it has entered into it freely and voluntarily and based on Staffing Firm's own judgment and not on any representations or promises other than those contained in this Agreement.

14.13 COUNTERPARTS. This Agreement shall be executed in four (4) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Staffing Firm, one counterpart shall be

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on the date first indicated above.

CITY OF CUDAHY

HR Dynamics and Performance Management

By: 
Chris Garcia,
Mayor

By: 
Rhonda Strout
Principal

Date: 7/1/14

Date: 7/16/14

APPROVED AS TO FORM:

By: 
Rick Olivarez,
City Attorney

EXHIBIT "A"
SCOPE OF WORK

I. Services

- Assist the City Council with:
 - Economic Development
 - Facilitate Strategic Plan
 - Successor Agency

- Conduct a Series of Workshops for:
 - Code Enforcement workshop
 - City Commissions workshops
 - Joint Planning Commission/City Council

- Assist in the Development of the Fiscal Budget
- Conduct the City Manager Recruitment process and background check
- Executive Coaching
- Organizational Development of Staff
- Assist in the search for a new insurance provider

II. Compensation

Compensation Calculation

Hourly Rate	\$85.00/hr.
Expected Work Hours	160 hours per month (not to exceed 40 hours per a week)
Expected Working Days	60 days
Calendar Period	June 2, 2014 – August 22, 2014

EXHIBIT "A"
SCOPE OF WORK

I. Services

- Assist the City Council with:
 - Economic Development
 - Facilitate Strategic Plan
 - Successor Agency

- Conduct a Series of Workshops for:
 - Code Enforcement workshop
 - City Commissions workshops
 - Joint Planning Commission/City Council

- Assist in the Development of the Fiscal Budget
- Conduct the City Manager Recruitment process and background check
- Executive Coaching
- Organizational Development of Staff
- Assist in the search for a new insurance provider

II. Compensation

Compensation Calculation

Hourly Rate	\$85.00/hr.
Expected Work Hours	240 hours per month (not to exceed 40 hours per a week)
Expected Working Days	172 days
Calendar Period	August 3, 2014 – January 22, 2015

EXHIBIT "B"
(Amended Scope of Work)

(See attached)

EXHIBIT "B"

(Amended Scope of Work)

1. Professional Economic Development Consulting Services

- A. Evaluate and recommend development and marketing products for Economic Development Property Sites;
- B. Develop and recommend City Economic Development Plan; and
- C. Develop and recommend City Concept Development Project.

2. Professional Organizational Development Consulting Services

- A. Facilitate City Council workshop to re-visit and revise City's Strategic Plan;
- B. Conduct a Series of Workshops for:
 - o Code Enforcement Training
 - o City Boards and Commissions Training
 - o Joint Planning Commission/City Council
- C. Review, evaluate and recommend cost-savings strategies and revenue streams related to the development of the Fiscal Budget.
- D. Conduct professional coaching, mentoring development of staff.

3. Successor Agency Consulting Services

The following activities *may* be performed for the Successor Agency subject to prior approval by the Executive Director to the Successor Agency:

- A. **Assess**, identify and process receipt of properties that have been transferred by the former Redevelopment Agency to EDC;
- B. Develop accurate inventory and prepare for an EDC audit to ensure all **assets** are included in the LRPMP;
- C. Provide administrative review and collection of lease payments received, reviewing all active leases and permits to enter held by the EDC, including researching contracts;
- D. Actively marketing the properties that shall be included in the PMP as approved by the DOF; and
- E. Research environmental matters related to Phase I's and other Environmental reports located in EDC files.

4. Methodology

The Consultant shall develop a timeline for the independent completion of all defined tasks, to be completed in 18 months. The Consultant shall meet with staff, attorneys, and other consultants/contractors at prescribed times initiated by the Consultant, as needed for the purposes of conducting various interviews and collecting data in order to evaluate, assess, facilitate and recommend strategies. Consultant shall also meet with staff and other groups in order to facilitate various workshops and other related organizational development tasks as defined above.



Item Number 9E

STAFF REPORT

Date: June 8, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Jennifer Hernandez, Acting Human Resources Specialist
Subject: **Consideration to Approve Resolution No. 15-20, Adopting Fringe Benefits and Salary Plan Establishing Provisions for All Full-time Employees, Hourly Employees, and Appointed Officials**

RECOMMENDATION

The City Council is requested to approve Resolution No. 15-20, adopting a Fringe Benefits and Salary Plan establishing provisions for all full-time employees, hourly employees, and appointed officials, consistent with Cudahy Municipal Code Chapter 2.04.070.

BACKGROUND

1. On March 5, 2013, the City Council approved the Fiscal Year 2012-2015 Memorandum of Understanding (MOU) between the City of Cudahy and the Cudahy Miscellaneous Employee's Association (CMEA). The MOU provided for salary increases to be granted in the amount of 3% effective July 1, 2012 for employees employed on/or before January 2011. Subsequent increases were approved for all employees effective July 1, 2013, and July 1, 2014 based on the Consumer Price Index (CPI) – All Urban Consumers (Los Angeles, Riverside, and Orange County). The range tables included in the CMEA MOU for 2013 and 2014 were based on "estimated" CPI increases. The City Council has not previously taken action to approve the "actual" tables upon implementation of the increases in which it was determined to be 1.9% effective July 1, 2013, and 1.8% effective July 1, 2014 based on the CPI.
2. On March 5, 2013, a former City Manager granted a 3% increase to Hourly employees,

retroactive to July 1, 2012, for those employees hired on or before January 1, 2011 consistent with the increases provided to CMEA employees. Employees who were hired after January 1, 2012 did not receive the increase. The authority for fixing of salaries and compensation of officers and employees of the City remains exclusively with the City Council, and there is no record of any formal action taken by City Council to approve the Hourly increases.

3. Since 2008, the Range Tables for Management employees have not increased. There is no record of any proposed, or City Council approved, actions to increase the tables. It is noted that increases to Management Range Tables are not automatic, and that the employees are unrepresented (non-classified). The lack of increases to Management Range Tables results in compaction of the ranges, wherein managers will not have the appropriate spread between their pay grade and the job(s) over which they supervisor. The City Council, within their authority, may consider granting future appropriate percentage increases to the Management Range Tables.
4. On September 29, 2014, the City received the final audit report findings from the California Public Employees' Retirement System (CalPERS), which identified several corrections to internal systems and processes. Specifically, the City is required to ensure its pay schedules meet all Government Code and CCR requirements and that pay rates are correctly listed with the City's pay schedules. The City is also required to report accurate pay rates and earnings, and special compensation (e.g. uniform allowance), and to properly administer the contract exclusion for Hourly compensated employees.
5. On September 10, 2014, the State of California approved Assembly Bill 1522, Healthy Workplace Healthy Family Act of 2014, requiring employers to provide their part-time employees with paid sick leave.

ANALYSIS

As a result of outdated Resolutions, which establish compensation for City officials and staff, and with increasing public scrutiny over the past few years regarding the recognition and rewards for public employees, cities are making changes and have established new norms and best practices for developing policy that improves transparency. The approval of Resolution No. 15-20 will streamline the process for updating and publicly displaying compensation for all City employees.

Currently, the City Council adopts salaries and benefits for various employee groups by Resolution. Resolution No. 08-35 defines the compensation and Positions of Management employees. Resolution No. 08-06 defines the compensation of Hourly employees, and Resolution No. 09-02 defines the compensation of elected and appointed officials. The adoption of the Cudahy Miscellaneous Employees' Association (CMEA) Memorandum of Understanding (MOU) establishes rates of pay for Miscellaneous employees. Resolution No. 09-02 will be updated to remove reference to appointed officials to retain the provisions only from employees.

Inconsistencies were found related to the application of certain benefit provisions to similar positions within previously adopted Resolutions, compared to actual practice. Such discrepancies have been reviewed and addressed in the new Plan. Also, current policies do not afford the City Manager or City Council the ability to provide merit pay for "outstanding performance" and for the achievement of defined goals and objectives. While CMEA employees have within their MOU, a provision for merit/longevity pay, the City lacks a plan for Management Employees and Appointed Officials.

The establishment of one comprehensive Fringe Benefit and Salary Plan document will improve efficiency and simplify the tracking process for any and all changes to employee salaries and benefits. The Plan includes Range Tables and a comprehensive Salary Schedule for all City positions and employees.

Found within the Fringe Benefit and Salary Plan are the following updates:

1. Modified Range Tables for the Cudahy Miscellaneous Employee's Association (CMEA)

The CMEA's range tables were established and approved by the City Council to allow for an initial 3% increase in FY 2012-13. The 3% increase was granted to a portion of the Association's employees (those hired prior to January 1, 2011), which compromised the integrity of the established pay rates, for consistency with equal pay for equal work principles. Granting an increase of 3% should have been done for the group as a whole, otherwise, it results in some employees being out of scale. Subsequent increases were approved based on the annual Consumer Price Index (CPI) for Los Angeles County. Range Tables provided to the Council at the time of the approval of the MOU, were based on estimates due to the inability to forecast CPI information published by the Bureau of Labor Statistics. The new Range Tables and Salary Schedules have been updated to reflect the actual rates that were implemented (1.9% for FY 2013-14 and 1.8% for FY 2014-15) and have been prepared for inclusion

in the new proposed Fringe Benefits and Salary Plan.

2. Modified Range Tables for Hourly Employees

The 3% increase granted to a portion of the Hourly employees (those hired prior to January 1, 2011) compromised the integrity of the established pay rates, for consistency with equal pay for equal work principles. Granting increases to Hourly employees should have been done for the group as a whole, otherwise, it results in some employees being off scale. The new Range Tables and Salary Schedules have been inflated by 3% for FY 2012-13. For FY 2014-15, the range tables were adjusted to include the Minimum Wage Act of 2014.

3. Modified Benefit Information for Hourly Employees

According to the *Healthy Workplace Healthy Family Act of 2014 (AB 1522)*, an employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment, is entitled to paid sick leave. Employees, including part-time and temporary employees, will earn at least one (1) hour of paid leave for every 30 hours worked. Accrual begins on the first day of employment or July 1, 2015, whichever is later. An employer may limit the amount of paid sick leave an employee can use in one year to 24 hours or three days. Accrued paid sick leave may be carried over to the next year, but it may be capped at 48 hours or six days. As a result of this act, Hourly employees will now accrue up to three sick days per fiscal year.

4. Addition of Merit Plan Language for Management Employees and Appointed Officials

The newly proposed Fringe Benefits and Salary Plan includes a provision for the addition of "merit ranges" to management and appointed official classifications. Such merit ranges provide for a pay band of 15% above the maximum of the range, and may be used to reward employees for "outstanding performance" based on the accomplishment of specified goals and objectives. Any dollar amount or percentage may be granted within the pay band. Subsequently, the merit pay may be increased or removed, based on performance, but may never exceed 15%. The plan is optional and may be used as a tool at the discretion of the City Manager for his subordinate managers; and may also be used by the City Council in the evaluation of the City Manager's performance and other appointed officials.

5. Addition of Salary Differential for City Clerk Designation

The newly proposed Fringe Benefits and Salary Plan includes a provision for a newly created Salary Differential, which may be utilized at the City Council's discretion. A Salary Differential of 10% is provided as additional compensation for the assignment of the City Clerk duties/role to the City Manager. The assignment and/or removal of the salary differential to the City Manager is made at the full discretion of the City Council.

6. Addition of "Pay Philosophy" language to the Fringe Benefits and Salary Plan

As a best practice, progressive organizations define their compensation philosophy within their official Plan document. The language included in the plan defines an "ideal" which the organization may strive for and does not obligate the City to a standard. The language states, "The City Council establishes an ideal pay philosophy that the base pay of all positions to be at the median of the comparison of comparable cities of similar size, budget, staff, and geographic area, based on the City's ability to pay."

7. Consistent Application of Like Benefits to Like Positions

The newly proposed Fringe Benefits and Salary Plan includes the application of consistent benefits to like positions. Minor adjustments were also made to reflect actual practice. Resolution No. 09-02, provided for a \$650/month car allowance for the City Clerk. The new Plan document reflects an amount of \$350/month consistent with other management employee car allowance amounts. The City Manager remains at \$400/month consistent with his contract. Bilingual pay is provided to all CMEA employees. The new Plan extends the benefit to designated management employees as an optional salary differential.

CONCLUSION

Approval of Resolution No. 15-20, which adopts the Fringe Benefits and Salary Plan, will be one of many important steps being taken by the City in order to move the organization forward in a progressive and transparent manner.

If the Resolution No. 15-20 is not approved, the City runs the risk of non-compliance with State labor laws as they apply to Hourly employees.

FINANCIAL IMPACT

Reconciliation of the wage scales pertaining to Hourly classifications is approximately \$3,282, having a fiscal impact each year on the General Fund.

ATTACHMENTS

- A. Resolution No. 15-20
- B. Fringe Benefits and Salary Plan

RESOLUTION NO. 15-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ADOPTING A FRINGE BENEFITS AND SALARY PLAN ESTABLISHING PROVISIONS FOR ALL FULL-TIME AND HOURLY EMPLOYEES, AND APPOINTED OFFICIALS.

WHEREAS, the salaries and compensation of officers and employees of the City of Cudahy ("City") shall be fixed and determined by resolution of the City Council in accordance with Municipal Code Section 2.04.070; and

WHEREAS, the City Council of the City of Cudahy has previously authorized salaries and benefits for Management employees of the City via Resolution No. 08-35; Hourly employees via Resolution No. 14-51; Elected and Appointed Officials via Resolution No. 09-02; and Cudahy Miscellaneous Employees' Association (CMEA) via approval of the CMEA Memorandum of Understanding on February 5, 2013 via Resolution No. 15-20; and

WHEREAS, the City proposes to consolidate compensation and benefit provisions for all Management, Miscellaneous, and Hourly employees as well as Appointed Officials under one comprehensive Fringe Benefits and Salary Plan document; and

WHEREAS, the proposed consolidated salary schedules include all previously approved provisions, and those new classifications and salary ranges implemented between July 1, 2008 and August 6, 2014 which were not previously approved by the City Council; and

WHEREAS, the proposed consolidated salary schedules include a full and complete audit of all employee compensation for proper alignment of wages consistent with the range and steps associated with the job classifications;

WHEREAS, the proposed consolidated salary schedules satisfy the requirements of the CalPERS Audit (Finding #1) dated September, 2014 and have been preliminarily approved by CalPERS.

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 approves the Fringe Benefits and Salary Plan, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. This Resolution and Exhibit A shall supersede Resolutions No. 08-35 and 14-51, Resolution No. 09-02 to the extent that 09-02 prescribes benefits and compensation to Appointed Officials, and any other Resolution which is in conflict or inconsistent with the provisions of this Resolution and the Fringe Benefits and Salary Plan.

SECTION 3. Notwithstanding the benefits and salary described in the Fringe Benefits and Salary Plan for individuals under employment agreements with the City, City employees with employment agreements shall only be entitled to those benefits and salary amounts identified in their individual employment agreements. The Fringe Benefits and Salary Plan identifies benefits and salaries of employees under employment agreements with the City for administrative convenience purposes only, and the Plan shall not supersede any employment agreement provisions or control the benefits and salary provided to employees with employment agreements with the City.

SECTION 4. 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.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 8th day of June, 2015.

Cristian Markovich
Mayor

ATTEST:

APPROVED AS TO FORM:

Victor Ferrer
Acting 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. 15-20 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 8th day of June, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Victor Ferrer
Acting Deputy City Clerk



FRINGE BENEFITS AND SALARY PLAN
(Exhibit A to Resolution No. 15-20)

Effective June 8, 2015

CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

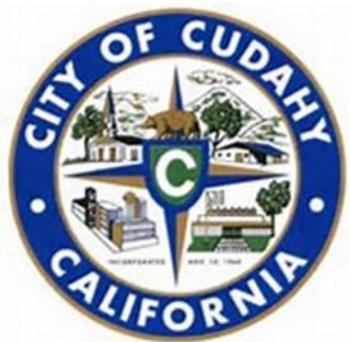


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**PART I
THE FRINGE BENEFITS
PLAN**

PART I – THE FRINGE BENEFIT PLAN

Section 1. Purpose

This Exhibit to Resolution No. 15-20 is enacted pursuant to Section 2.04.070 of the Cudahy Municipal Code to provide for the fringe benefits of City officers and employees.

The City of Cudahy has established a number of benefit programs for its eligible employees. This Plan does not restate all of the features of these benefit programs. The purpose of this Plan is to identify the coverage amounts, costs and limitations of specific benefits as applied and approved by the City Council for specific employee groups. Additional terms, conditions, and limitations regarding program eligibility and benefit entitlement are included in official plan documents, which, notwithstanding the foregoing, shall control in determining coverage amounts, costs and limitations of specific benefits. Additional administrative guidelines may also be found in the City's Personnel Rules, and other terms and conditions of employment within the Cudahy Miscellaneous Employees' Memoranda of Understanding. The Fringe Benefit and Salary Plan shall not change the nature of any employee's status as an at-will employee.

Section 2. Applicability

This exhibit defines the various benefits provided to City officers and employees. Each category covered herein indicates the specific group and/or classification of employee for which the benefit applies (e.g. Appointed Officials, Management/Confidential Employees, and Miscellaneous Employees).

Hourly employees shall not be entitled to any City benefits except as otherwise provided herein, and defined specifically under Section 23 below.

City employees with employment agreements shall only be entitled to those benefits and salary amounts identified in their individual employment agreements. The Fringe Benefits and Salary Plan identifies benefits and salaries of employees under employment agreements with the City for administrative convenience purposes only, and the Plan shall not supersede any employment agreement provisions or control the benefits and salary provided to employees with employment agreements with the City.

Section 3. Holidays

a) Appointed Officials (Non-represented)

The City Clerk, City Treasurer and City Manager shall be entitled to the same holidays that Management/Confidential employees receive, unless changed by an amendment to this Resolution by the City Council.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

b) Management/Confidential Employees (Non-represented)

Management/Confidential employees shall be entitled to the same holidays that Miscellaneous employees are entitled to, unless changed by an amendment to this Resolution by the City Council.

c) Miscellaneous Employees (Cudahy Miscellaneous Employees' Association)

Every employee shall be entitled to the following paid holidays each year and such other as may be designated by action of the City Council:

1. New Year's Day – January 1st
2. Martin Luther King Jr. Day - The third Monday in January
3. President's Day - The third Monday in February
4. Good Friday
5. Memorial Day - The last Monday in May
6. Independence Day - July 4th
7. Labor Day - The first Monday in September
8. Veteran's Day – November 11th
9. Thanksgiving Day
10. The Friday Following Thanksgiving
11. Christmas Eve – December 24th
12. Christmas Day – December 25th
13. Two Floating Holidays (Pro-rated for New Employees based on hire date)

The observance of holidays, work on a holiday, and other related rules as applied to holiday compensation shall be administered consistent with the City's Personnel Rules and as defined in the Cudahy Miscellaneous Employees' Association MOU.

Section 4. Vacation

a) Appointed Officials (Non-represented)

The City Clerk and City Treasurer shall be entitled to the same Vacation benefits that Miscellaneous Employees are entitled to, including buy-back provisions unless changed by an amendment to this Resolution by the City Council.

The City Manager shall receive a maximum of eighty (80) hours of vacation leave per year, and may carry over unused leave from year to year, not to exceed a total of 320 hours, at which time accruals shall cease. On December 31st of each year, accumulated and unused vacation leave may be sold back to the City at the regular hourly rate, provided that fifty (50) hours of accrued vacation time remains on the books.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

b) Management/Confidential Employees (Non-represented)

Management/Confidential employees shall be entitled to the same Vacation benefits that Miscellaneous employees are entitled to including buy-back provisions, unless changed by an amendment to this Resolution by the City Council.

c) Miscellaneous Employees (Cudahy Miscellaneous Employees' Association)

1) Accrual of Vacation Leave

Full-time employees shall accrue paid vacation leave on the following scheduled basis.

<u>Years of Service</u>	<u>Hours Per Year</u>	<u>Bi-Weekly Accrual</u>	<u>Maximum Accrual</u>
0-5	80	3.077 hours	160 hours
6-10	120	4.616 hours	240 hours
11+	160	6.154 hours	320 hours

2) Vacation Buy Back

At the end of each calendar year, provided that fifty (50) hours of accrued vacation time remains on the books, employees may request pay in lieu of time off for accrued and unused vacation time. Upon separation from City employment, all accrued but unused vacation time is eligible to be sold back at full value based on the employee's rate of pay at the time of separation.

3) Vacation Policy

Vacation Leave shall be administered consistent with the City's Personnel Rules and as defined in the Cudahy Miscellaneous Employees' Association MOU.

Section 5. Sick Leave

a) Appointed Officials (Non-represented)

The City Clerk, City Treasurer and City Manager shall be entitled to twelve (12) days of sick leave per year (96) hours, and may sell back at full rate of pay accrued but unused sick leave on the same terms and conditions as established for other employees, unless changed by an amendment to this Resolution by the City Council.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

b) Management/Confidential Employees (Non-represented)

Management/Confidential employees shall be entitled to the same Sick Leave benefits that Miscellaneous employees are entitled to, unless changed by an amendment to this Resolution by the City Council.

c) Miscellaneous Employees (Cudahy Miscellaneous Employees' Association)

1) Accrual of Sick Leave

Employees shall be granted sick leave with pay at the rate of eight (8) hours for each full month of service for a total of ninety-six (96) hours per year, which shall accrue at 3.70 hours per pay period that the employee remains active on the payroll. Any sick leave accrued but unused in any year shall be accumulated to a maximum accumulation of 480 hours. Once this maximum accrual is reached, all additional accrual will stop until usage brings it below the 480.0 hour maximum.

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employees' normal rate of sick leave accumulation to be extended by the number of calendar days for which such leave of absence has been granted less the first fifteen (15) calendar days of such leave. Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

2) Sick Leave Buy-Back

As of July 1st of each year, employees may request to sell back at full rate of pay a maximum of 96 hours of sick leave that they have accrued but did not utilize during the previous fiscal year. This is subject to the condition that an employee must leave at least 58 hours of sick leave on the books prior to being eligible for any sick leave buy-back. Sick leave buy-back shall be based on the employee's actual rate of pay on June 30 of the fiscal year in which it was accumulated. Employees who are eligible to sell back unused sick leave retain the option of maintaining all or a portion of their accumulated sick leave on the books. Upon separation of employment with the City, all accumulated sick leave is eligible to be sold back at full value based on the employee's rate of pay at the time of separation up to a maximum of 92 hours. Employees terminated from employment shall not be paid for unused sick leave.

3) Sick Leave Policy

The use of Sick Leave shall be administered consistent with the City's Personnel Rules and as defined in the Cudahy Miscellaneous Employees' Association MOU.

Section 6. Car Allowance

The City recognizes that various Appointed Officials and Department Heads may require extensive use of an automobile in the ordinary course of performing duties for the City. Accordingly, the City, as added compensation, shall provide an automobile allowance to the following classifications, in the amounts defined below, unless changed by an amendment to this Resolution by the City Council.

<u>POSITION</u>	<u>MONTHLY AMOUNT</u>
City Clerk	\$350.00
City Manager	\$400.00
City Treasurer	\$350.00
Finance Manager	\$350.00
Director of Community Development	\$350.00

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

Section 7. Reimbursement for Expenses

The City will reimburse employees for reasonable and authorized expenses incurred on behalf of the City of Cudahy. All travel and other business expenses must be pre-approved by the department head and the City Manager, and must follow the Travel/Training Expense Policy and be reported within one (1) month from the time they are incurred. Every attempt will be made to issue reimbursement for approved expenses within two (2) weeks from the time the expense report forms received by Finance. Failure to report expenses in a timely manner may jeopardize timely reimbursement for expenses or lead to disciplinary action.

Employees shall be reimbursed for the use of their vehicle for City Business at the allowable IRS Standard Mileage Rate for each year. Employees shall be reimbursed upon submittal of a monthly reimbursement form with Department Head approval.

Section 8. Health Insurance

a) Appointed Officials (Non-represented)

For the City Treasurer and City Clerk, the City shall contribute towards the coverage in a health insurance program available through the Public Employees' Retirement System as provided under the Public Employees' Medical and Hospital Care Act. The City's maximum contribution shall be consistent with the contribution paid by the City for Management/Confidential employees, unless changed by an amendment to this Resolution by the City Council.

For the City Manager, the City shall contribute towards the coverage in a health insurance program available through the Public Employees' Retirement System as provided under the Public Employees' Medical and Hospital Care Act. The City's maximum contribution shall be 100% of plan cost for City Manager and Dependent's Coverage.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

b) Management/Confidential Employees (Non-represented)

For Management/Confidential Employees, the City shall contribute towards the coverage in a health insurance program as provided by the City. The City's maximum contribution shall be consistent with the contribution paid by the City for Miscellaneous employees, unless changed by an amendment to this Resolution by the City Council.

c) Miscellaneous Employees (Cudahy Miscellaneous Employees' Association)

For Miscellaneous Employees, the City shall contribute towards the coverage in a dental insurance program as provided by the City. The City's maximum contribution is currently 100% of the plan cost for employee and eligible dependents.

Section 9. Health Insurance for Retirees

a) Vesting of Medical Benefits for Appointed Officials (Non-represented)

Appointed officials including the City Clerk, City Treasurer and City Manager may be eligible for vesting of medical benefits under the CalPERS Plan for life-time coverage, including spouse and eligible dependents consistent with CalPERS rules. The City's maximum contribution shall be that amount that is offered to top management employees, unless changed by an amendment to this Resolution by the City Council.

Appointed officials shall vest with life-time benefits for Dental Insurance and Vision Insurance upon the fifth anniversary of continuous service with the City. The City's maximum contribution shall be that amount that is offered to top management employees, unless changed by an amendment to this Resolution by the City Council.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

b) Vesting of Medical Benefits for Management/Confidential Employees (Non-represented)

Management/Confidential Employees may be eligible for vesting of medical benefits under the CalPERS Plan for life-time coverage, including spouse and eligible dependents consistent with CalPERS rules and upon retirement from the City of Cudahy. The City's maximum contribution shall be that amount that is offered to Miscellaneous employees, unless changed by an amendment to this Resolution by the City Council.

Management/Confidential Employees shall vest with life-time benefits for Dental Insurance and Vision Insurance upon the fifth anniversary of continuous service with the City. The City's maximum contribution shall be that amount that is offered to Miscellaneous employees, unless changed by an amendment to this Resolution by the City Council.

c) Vesting of Medical Benefits for Miscellaneous Employees (Cudahy Miscellaneous Employees' Association)

Miscellaneous Employees may be eligible for vesting of medical benefits under the CalPERS Plan for life-time coverage, including spouse and eligible dependents consistent with CalPERS rules. The City's maximum contribution is 100% of the plan cost.

Section 10. Life Insurance

a) Appointed Officials (Non-represented)

The City Clerk and City Treasurer shall receive City paid term life insurance benefits that Miscellaneous employees are entitled to, unless changed by an amendment to this Resolution by the City Council.

The City Manager shall receive City paid term life insurance policy in the amount of \$1,000,000.00.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

b) Management/Confidential Employees (Non-represented)

Management/Confidential employees shall be entitled to the same life Insurance benefits that Miscellaneous employees are entitled to, unless changed by an amendment to this Resolution by the City Council.

c) Miscellaneous Employees (Cudahy Miscellaneous Employees' Association)

The City will provide a term life insurance policy in the amount of \$75,000 per employee. The premium for such insurance shall be paid by the City.

Section 11. Disability Insurance

a) Appointed Officials (Non-represented)

The City Manager, City Clerk, and City Treasurer shall receive a City paid Long Term Disability policy, unless changed by an amendment to this Resolution by the City Council.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

b) Management/Confidential Employees (Non-represented)

Management/Confidential employees shall be entitled to the same Disability Insurance benefits that miscellaneous employees are entitled to, unless changed by an amendment to this Resolution by the City Council.

c) Miscellaneous Employees (Cudahy Miscellaneous Employees' Association)

The City will provide a sixty (60) day Long Term Disability policy. 100% of the premium coverage for such insurance shall be paid by the City.

Section 12. Dental Insurance

a) Appointed Officials (Non-represented)

For the City Clerk and City Treasurer, the City shall contribute towards the coverage in a dental insurance program as provided by the City. The City's maximum contribution shall be consistent with the contribution paid by the City for Management/Confidential employees, unless changed by an amendment to this Resolution by the City Council.

For the City Manager, the City shall contribute 100% towards the cost of the dental insurance plan as provided by the City for employee and eligible dependents.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

b) Management/Confidential Employees (Non-represented)

For Management/Confidential Employees, the City shall contribute towards the coverage in a dental insurance program as provided by the City. The City's maximum contribution shall be consistent with the contribution paid by the City for Miscellaneous employees, unless changed by an amendment to this Resolution by the City Council.

c) Miscellaneous Employees (Cudahy Miscellaneous Employees' Association)

For Miscellaneous Employees, the City shall contribute towards the coverage in a dental insurance program as provided by the City. The City's maximum contribution is currently 100% of the plan cost for employee and eligible dependents.

Section 13. Vision Insurance

a) Appointed Officials (Non-represented)

For the City Treasurer and City Clerk, the City shall contribute towards the coverage in a vision insurance program as provided by the City. The City's maximum contribution shall be consistent with the contribution paid by the City for Management/Confidential employees, unless changed by an amendment to this Resolution by the City Council.

For the City Manager, the City shall contribute 100% towards the cost of the vision insurance plan as provided by the City for employee and eligible dependents.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

b) Management/Confidential Employees (Non-represented)

For Management/Confidential Employees, the City shall contribute towards the coverage in a vision insurance program as provided by the City. The City's maximum contribution shall be consistent with the contribution paid by the City for Miscellaneous employees, unless changed by an amendment to this Resolution by the City Council.

c) Miscellaneous Employees (Cudahy Miscellaneous Employees' Association)

For Miscellaneous Employees, the City shall contribute towards the coverage in a vision insurance program as provided by the City. The City's maximum contribution is currently 100% of the plan cost for employee and eligible dependents.

Section 14. Deferred Compensation (457 or 401a) Plan

a) Appointed Officials (Non-represented)

The City does not make a contribution to said Plan on behalf of employees.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

b) Management/Confidential Employees (Non-represented)

The City does not make a contribution to said Plan on behalf of employees.

c) Miscellaneous Employees (Cudahy Miscellaneous Employees' Association)

The City does not make a contribution to said Plan on behalf of employees.

Section 15. Retirement Contribution

Every full-time employee shall participate in the California Public Employees Retirement System (CalPERS) plan as adopted by the City Council, as well as part-time classes that are not formally excluded via the City's CalPERS contract. Hourly classes that are excluded via the City's CalPERS contract shall not be enrolled in the plan. Participation in the retirement plan continues until the employee terminates employment with the City for any reason, and shall then cease under the terms of said plan. An employee is vested after five (5) years and may be eligible for benefits from the CalPERS system.

a) First Tier Retirement Formula:

Effective July 1, 2008, the City amended the CalPERS contract to provide the benefit known as 2.7% at 55 retirement formula. The City shall pay the seven percent (7%) employees' personal retirement contribution in addition to the normal employer contribution.

b) Second Tier Retirement Formula:

Effective October 16, 2011, the benefit known as 2% @ 60 retirement formula shall apply to employees hired or who become eligible for enrollment in the CalPERS Retirement Plan on or after the effective date of the City's contract amendment with CalPERS to implement this benefit. The City will only contribute the normal employer contribution, and the employee is responsible for their share (50% of the normal cost).

c) Third Tier Retirement Formula:

Effective January 1, 2013, in accordance with the Public Employees' Pension Reform Act (PEPRA), new employees hired on or after January 1, 2013 shall be enrolled in the benefit known as 2% @ 62 retirement formula. The City will only contribute the normal employer contribution, and the employee is responsible for their share (50% of the normal cost).

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

Section 16. Severance Allowance

a) Appointed Officials (Non-represented)

For Appointed Officials, the City shall provide any specified severance allowance in accordance with the agreed upon terms of employment addressed in individual employment contracts.

b) Management/Confidential Employees (Non-represented)

For Management/Confidential employees, the City shall provide any specified severance allowance in accordance with the agreed upon terms of employment addressed in individual employment contracts.

Section 17. Relocation Allowance

a) Appointed Officials (Non-represented)

Relocation allowance may be provided within individual employment contracts, subject to approval by the City Council.

b) Management/Confidential Employees (Non-represented)

Relocation allowance may be provided within individual employment contracts, subject to approval by the City Council.

Section 18. Uniform Allowance

The City shall purchase uniforms for designated employees as budgeted, but not to exceed \$275.00 per year for maintenance personnel, and \$200.00 per year for municipal enforcement personnel.

The following classifications receive uniform allowance, which is reported to CalPERS:

Maintenance Superintendent	\$275.00
Maintenance Foreman	\$275.00
Maintenance Leader	\$275.00
Maintenance Worker	\$275.00
Senior Code Enforcement Officer	\$200.00
Code Enforcement Officer	\$200.00
Municipal Officer	\$200.00

Section 19. Bereavement Leave

The City shall provide bereavement leave to all full-time Appointed Officials, Management/Confidential Employees, and Miscellaneous employees.

Regular full-time employees are entitled to up to three (3) days of leave, with pay, upon the death of an immediate family member, calculated at regular base rate, to arrange and attend the funeral.

The City shall administer the provisions of this benefit as defined in the Personnel Rules and the City of Cudahy Miscellaneous Employees' Association MOU. Management/Confidential Employees and Appointed Officials shall follow the same provisions and rules as provided to Miscellaneous employees for Bereavement Leave.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

Section 20. Miscellaneous Leaves of Absence

The City shall provide leaves of absence policies for the following categories:

- a) Paid Bone Marrow or Organ Donor Leave
- b) Paid Time Off for Jury Duty/Witness Duty
- c) Time Off to Vote
- d) Family and Medical Leave (FMLA)/California Family Rights Leave (CFRA)
- e) Pregnancy Disability Leave (PDL)
- f) Work Related Disability Leave
- g) Medical Disability Leave
- h) Industrial Leave
- i) Military Duty Leave
- j) Military Family Leave
- k) Spousal/Registered Domestic Partner Military Leave
- l) School Activities and School Visits Leave
- m) Victims of Domestic Violence, Sexual Assault and Other Crimes Leave
- n) Volunteer Civil Service Leave
- o) Literacy Assistance Leave
- p) Personal Leave/Leave of Absence without Pay

The City's personnel rules shall serve as the official policy related to eligibility and benefits for the above stated leaves. It is the intent of the City to comply with all state and federal laws related to leaves, and to the extent that state and federal laws provide a greater benefit, the City shall comply and provide such benefits to eligible employees.

Management/Confidential Employees and Appointed Officials shall follow the same provisions and rules as provided to Miscellaneous employees for Miscellaneous Leaves of Absence.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

Section 21. Education Reimbursement

a) Appointed Officials (Non-represented)

The City Clerk, City Treasurer and City Manager shall be entitled to education reimbursement on the same terms and conditions as established for Management/Confidential employees.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

b) Management/Confidential Employees (Non-represented)

The City shall reimburse Management/Confidential Employees for the cost of books and tuition for courses taken at any State College, State University, Community College or an approved accredited private college or university as approved by the City Manager.

c) Miscellaneous Employees (Cudahy Miscellaneous Employees' Association)

The City shall reimburse employees for 100% of the cost of books, parking and tuition up to a maximum reimbursement equivalent to a full-time Cal State tuition per fiscal year for courses taken at any state college, state university, private university or community college. Courses must be related to the job, to a potential promotional position, or to general educational requirements as approved by the City Manager upon recommendation of the Department Head. The City Manager must approve all courses in advance.

The City shall administer the terms of this provision as further defined under the Education Incentive section of the Cudahy Miscellaneous Employees' Association MOU.

Section 22. The Extension of Benefits to Other Classifications

a) Appointed Officials (Non-represented)

The fringe benefits set forth herein are minimum benefits; to the extent greater benefits are extended to other employees of the City, the City Clerk, City Treasurer and City Manager shall be entitled to such benefits. All provisions of the Cudahy Municipal Code, any Memorandum of Understanding with represented employees of the City, and the City's Personnel Rules that relate to fringe benefits as those provisions now exist, or hereinafter may be amended, shall apply to the City Clerk, City Treasurer, and City Manager in like manner as they apply to other employees of City.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

b) Management/Confidential Employees (Non-represented)

All Management/Confidential employees are entitled to and shall enjoy the specific fringe benefits as described and defined within each benefit provision.

Except as otherwise stated within any section of the Fringe Benefits and Salary Plan, all Management/Confidential employees are exempt from the City's Personnel Rules. All Management/Confidential employees are at-will employees.

Section 23. Hourly Employees

a) Eligibility for Benefits

Hourly employees shall not be entitled to any City benefits except as otherwise provided herein.

b) Paid Sick Leave Accrual

Hourly employees, including temporary, extra help, part-time, and seasonal employees who work 30 or more days within a year from when employment commences, shall be entitled to 24 hours of sick leave per fiscal year, effective July 1, 2015, and employees shall receive subsequent annual sick leave accruals of 24 hours added to their leave bank in January of each calendar year. Sick leave must be used in a minimum of 2 hour increments. Unused sick leave under this program may be carried over to the following year not to exceed an accrual cap of six (6) days/forty-eight (48) hours of sick leave. An employee may use no more than twenty-four (24) hours in any one year. Employees are entitled to request and use accrued paid sick days beginning on the 90th day of employment. The rate of pay shall be at the employee's regular hourly wage.

c) FICA Alternative Plan

Hourly employees shall be entitled to receive the City's 3.75% FICA alternative plan contribution in lieu of Social Security and/or participation in CalPERS.

PART II

THE SALARY PLAN

PART II - THE SALARY PLAN

Section 1. Purpose

This Exhibit to Resolution No. 15-20 is enacted pursuant to Section 2.04.070(2) of the Cudahy Municipal Code to provide for the compensation of City officers and employees and to conform to the principle of equal pay for equal work. Notwithstanding the foregoing, the terms of individual employment agreements shall control over the compensation amounts described in this Salary Plan when determining the salary of individual employees under contract with the City.

Section 2. The Classification Plan

The Classification Plan includes the allocation of class titles to salary ranges for City officers and employees under one Plan in which all positions substantially similar with respect to duties, authority, responsibility and working conditions are included within the same class, and that the same schedules of compensation be made to apply with equity under the working conditions to all positions in the same class.

The Classification Plan further includes the allocation of class titles to salary ranges for those employees which are designated as non-represented Management/Confidential employees who are exempt from the classified service. These exempt classes consist of persons appointed by the City Council, including the City Manager, City Clerk, and City Treasurer, and persons appointed by the City Manager, including department heads or designees, that serve in an "at will" capacity subject to the terms and conditions of an employment agreement, and are exempt from the classified service.

Non-classified positions are entitled to no more than the same benefits as provided to classified employees in a similar position and level in the organization. The Classification Plan as of the date of adoption of this Plan is hereby established as set forth in the addendum, referred to as the **Salary Schedule**, which is attached hereto and incorporated herein by reference. The Classification Plan shall not change the nature of any employee's status as an at-will employee.

Section 3. Basic Compensation Plan

The basic compensation plan for City officers and employees, as of the date of adoption of this Plan is hereby established as set forth in the Addendum, including the following:

- 1) Hourly Range Table
- 2) Association Range Table
- 3) Management/Confidential Range Table
- 4) Salary Schedule

The Salary Plan shall be referred to as the **Salary Schedule** which incorporates the allocation of ranges (defined in the range tables) to classifications, which is attached hereto and incorporated herein by reference.

Range tables for the Cudahy Municipal Employees' Association include the (10) steps with approximately 2.5% between steps.

Range tables for Appointed Officials (City Clerk, City Treasurer, and City Manager) have one step (flat rate).

Range tables for Management/Confidential include ten (10) steps with approximately 2.5% between steps.

Range tables for Hourly employees consist of one (1) to three (3) steps.

Section 4. Pay Philosophy

The City Council establishes a pay philosophy that the base pay of all positions shall be ideally set at the median pay provided by comparable cities of similar size, budget, staff, and geographic area, based on the City's financial ability to pay.

Section 5. Plan Maintenance

Increases to the Range tables and applied to the Salary Schedule are adopted and approved by the City Council via Resolution to amend the Fringe Benefit and Salary Plan.

Such recommended increases are negotiated between the City and the Cudahy Miscellaneous Employees' Association. The City Council may further take appropriate action to extend such increases to unrepresented Management/Confidential Employees, Appointed Officials including the City Clerk, City Treasurer and City Manager, and positions appointed by the City Manager.

In addition to negotiated increases, the City may take steps to maintain the Salary Plan by conducting regularly scheduled salary reviews and/or intermittent salary reviews as determined by changes in the labor market, and the need to compete for talent and/or retain current employees.

Section 6. Eligibility for Salary Advancement

a) Management/Confidential Employees (Non-represented)

Management/Confidential employees may receive the same considerations for salary advancement as provided to Miscellaneous Employees, at the City Manager's discretion.

b) Miscellaneous Employees (Cudahy Miscellaneous Employees' Association)

Salary step increases shall be considered on a merit basis only, and at prescribed times as defined in the Personnel Rules and the Cudahy Municipal Employees' Association MOU.

Any employee receiving a promotion shall receive a salary increase consistent with the Personnel Rules and the Cudahy Municipal Employees' Association MOU.

Section 7. Merit Ranges – Appointed Officials and Management/Confidential Employees (Non-represented)

Appointed City Officials including the City Clerk, City Treasurer and City Manager, as well as non-represented Management/Confidential employees who serve in an at-will capacity and are exempt from the classified service, may, subject to the terms and conditions set forth below, be eligible to have his/her salary increased to a maximum of fifteen percent beyond the regularly assigned top step of his/her salary range or salary set forth in an existing contract. The City Manager shall have administrative authority to assign, create and maintain the merit range (pay band) to implement the provisions of this Section.

Such increase shall be subject to documentation of the eligible employee's outstanding performance, based on performance and achievement of previously defined goals. The City Manager shall solely determine placement within the merit range based on the employee's performance. Notwithstanding the foregoing, with regard to increases for the City Manager and other Officials appointed by the City Council, the City Council shall determine placement within the merit range based on the employee's performance, subject to the Appointed Official's employment agreement, if any.

The continuation of increases pursuant to the provisions of this Section shall not be automatic, and failure to sustain "outstanding performance" shall cause the employee's pay to revert to the regularly assigned step for his/her classification. An employee who fails to sustain "outstanding performance" shall have their compensation reduced to the "regular range", in accordance with this section, and at the City Manager's discretion for Management/Confidential classes, and the City Council's discretion for Appointed Officials. Salary for Appointed Officials/Management/Confidential employees who have an employment agreement with the City shall not be modified prior to an amendment to his/her employment agreement, unless the agreement permits the increase or decrease to be handled administratively.

The regular salary range shall constitute the regularly defined Steps in the Salary Range (A-J). The "merit range" shall constitute a "pay band" with a minimum rate set one dollar above the maximum of the "regular salary range" and the maximum set at an amount not to exceed fifteen percent beyond the regularly assigned top step of the salary range. The "pay band" shall be added to the Salary Schedule for the assigned non-represented Management/Confidential classifications and Appointed Officials when the increase is recommended by the City Manager or City Council.

In no case shall an employee receive additional merit compensation above the designated "merit range" as defined herein.

Eligibility for additional compensation granted to all employees as part of changes authorized by the City Council shall not be adversely affected by the employee's status in steps granted beyond the regularly assigned step pursuant to the provisions of this Section. Salaries granted pursuant to this provision shall be reported to PERS as compensation earned.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of salary that may be contained in this Fringe Benefits and Salary Plan

Section 8. Merit Longevity Ranges – Miscellaneous Employees (Cudahy Miscellaneous Employees’ Association)

As provided in the Cudahy Municipal Employees’ Association MOU, employees may be eligible for merit longevity compensation as continuing incentive to career employees upon achieving the “E” step and completing ten continuous years of service. Employees may be eligible for one step above their base rate (2.5%), and after twenty (20) years, the percentage amount shall be increased to a total of one and one-half steps (7.5%) above the regular rate of pay. Such payment shall continue with approval of the city Manager, and shall be granted to employees who continue to “Exceed Standards” as evidenced by the performance rating of such employee. Merit Longevity may be removed by the City Manager when the employee’s performance does not merit such additional compensation. The provisions of this section shall be administered in accordance with the specific language in the Cudahy Miscellaneous Employees’ Association MOU.

Section 9. Compaction Rule

The top step of the salary range of any Management/Confidential classification shall be a minimum of two steps (approximately ten percent) above the top step of the closest subordinate classification, with the exception of those Management/Confidential classifications supervising specialized classifications which are highly compensated due to labor market conditions. In the case of highly compensated positions due to labor market conditions, employees may directly supervise a subordinate classification where the maximum salary range exceeds the supervisory class without the two step minimum (approximately ten percent). Subordinate classification shall be defined as any position classification in which there are employees who are supervised by the Management/Confidential employee.

Section 10. Salaries Above Market Rate – Use of "Y" Rating Method

The City Manager has the authority to implement a “Y” rating for employees whose range is found to exceed the market rate based on a salary survey. The employee in this case shall receive no increase in salary unless the maximum salary established by this Plan for their classifications exceeds the amount of their "Y" rate.

Section 11. Trainee Positions

The City Manager has the authority to establish a Trainee class for any class in the system. The salary range for Trainee classes shall be established with a salary range starting fifteen percent (15%) below the first step of the regular position and ending five percent (5%) below the first step of the regular position. Employees who successfully complete the training program and meet the criteria for the higher level class, may be reclassified to the higher level class upon approval by the City Manager.

Section 12. Salary Differentials

Exceptions shall be made to Sections 2 and 3 of this Plan as follows:

a. (5%) Salary Differential

After investigation and approval by the City Manager, a 5% Salary Differential shall be assigned to persons found to possess as a regular assignment such additional duties and responsibilities or whose positions entail certain hazards as to warrant additional compensation, which additional salary shall be limited to the following:

No current provisions

b. (10%) Salary Differential

After investigation and approval by the City Manager, a 10% Salary Differential shall be assigned to persons found to possess as a regular assignment such additional duties and responsibilities or whose positions entail certain hazards as to warrant additional compensation, which additional salary shall be limited to the following:

- 1) City Manager when assigned to perform the duties of the City Clerk when so designated and approved by the City Council.

c. Bi-lingual Pay

1. Appointed Officials (Non-represented)

The City Clerk, City Treasurer and City Manager shall be entitled to the same compensation as provided to Management/Confidential employees, which shall be provided as a stipend rather than incorporated into base pay, when the positions have been designated as bi-lingual positions.

Notwithstanding the above, provisions of an employment agreement shall supersede and control over any description of benefits/salary that may be contained in this Fringe Benefits and Salary Plan.

2. Management/Confidential Employees (Non-represented)

Management/Confidential employees shall be entitled to the same compensation as provided to Miscellaneous employees, which shall be provided as a stipend rather than incorporated into base pay, when the positions have been designated as bi-lingual positions.

3. Miscellaneous Employees (Cudahy Miscellaneous Employees' Association)

Employees shall be compensated with bilingual pay differential in the amount of \$75.00 per month for oral translation duties, and \$125.00 per month for oral and written translations. Such amounts have been added to base pay for all

Association job classifications and its members, consistent with the Cudahy Miscellaneous Employees' Association MOU.

d. Temporary Upgrade – Acting Capacity

An employee who has been designated by the City to serve in an acting capacity for thirty (30) consecutive work days or more shall receive Step A of the pay range for the classification in which the employee is performing active duties, or a one step increase, whichever is greater. Service in an acting capacity shall not be used as a basis for, or in support of, a request for reclassification. Positions shall be filled based on a competitive process to afford an equal opportunity for internal/external candidates, as determined by the City Manager or designee.

e. Temporary Upgrade – Work Out of Class

The City may temporarily assign employees to work out of classification. The selection of employees for an out-of-classification assignment shall be at the discretion of the City Manager or designee. A temporary out-of-class pay differential increase of the equivalent of one salary step shall be authorized with advance approval by the City Manager or designee when an employee is designated and scheduled to work in an out-of-class assignment. Paid holidays shall be considered as days actually worked. Other forms of authorized leave such as sick leave, emergency leave and vacation shall not be considered as days actually worked.

Section 13. Overtime

The City's pay policy is intended to comply with the salary pay requirements of current State and Federal laws, and shall be construed in accordance with these laws and regulations. Further, the City shall administer the pay practices related to overtime consistent with the City's personnel rules and the Cudahy Miscellaneous Employees' Association MOU.

Non-exempt employees shall be paid for hours worked in accordance with all legal requirements. Overtime is calculated at one and one-half (1 ½) times the employee's regular base rate of pay for all time worked over 40 hours in one workweek. Hours paid that are not actually worked, such as holidays, sick days, and vacation hours do not count as hours worked when calculating weekly overtime.

Exempt employees are not entitled to receive overtime pay even though they may have to work hours beyond their normal schedule, as work demands require.

Section 14. Compensatory Time

The City's pay policy is intended to comply with the salary pay requirements of current State and Federal laws, and shall be construed in accordance with these laws and regulations. Further, the City shall administer the pay practices related to Compensatory Time consistent with the City's personnel rules and the Cudahy Miscellaneous Employees' Association MOU.

The City has enacted a special provision for non-exempt employees to provide compensatory time off in lieu of monetary overtime compensation at a rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime worked. Compensatory time is an alternative method of overtime payment for hours worked over 40 hours for non-exempt employees. The maximum accrual limit is 120 hours.

Section 15. Executive Leave

Management/Confidential employees shall be entitled to take three (3) days (27 hours) of executive leave per fiscal year. The three (3) days (27 hours) may not be carried over to the next fiscal year and their use must have the prior permission of the City Manager. This provision shall be administered in accordance with the City's Personnel Rules and the Cudahy Miscellaneous Employees' Association MOU.

Section 16. On-Call (Standby) Pay

An employee who has been instructed by their direct supervisor to stand-by is free to use this time for their own benefit. Employees On-Call (Standby) shall receive two (2) hours of compensatory time for an assigned 24 consecutive hour shift, which will not be counted towards over-time calculations.

The City's pay policy is intended to comply with the salary pay requirements of current State and Federal laws, and shall be construed in accordance with these laws and regulations. Further, the City shall administer the pay practices related to On-Call (Standby) Pay consistent with the City's personnel rules and the Cudahy Miscellaneous Employees' Association MOU.

Section 17. Call Back Pay

Call back duty occurs when an employee is called back in to work after their regular shift has ended. An employee called back to duty shall be paid a minimum of two (2) hours of compensatory time at a rate equal to time and one-half (1 ½) the regular hourly pay rate, and for actual hours worked at time and one-half the regular hourly pay rate, if hours worked exceeds two (2).

The City's pay policy is intended to comply with the salary pay requirements of current State and Federal laws, and shall be construed in accordance with these laws and regulations. Further, the City shall administer the pay practices related to Call Back Pay consistent with the City's personnel rules and the Cudahy Miscellaneous Employees' Association MOU.

Section 18. Additional Approved Increases in Compensation and Changes to the Salary and Classification Plans

No current provisions

Section 19. The Provisions of This Plan Shall Be Operative on the Date of Its Adoption.

ADDENDUM:

1. HOURLY RANGE TABLES
2. ASSOCIATION RANGE TABLES
3. MANAGEMENT/CONFIDENTIAL RANGE TABLES
4. SALARY SCHEDULES

HOURLY RANGE TABLES

**Compensation Schedule Effective
July 1, 2008**

Hourly Steps			
Ranges	A	B	C
H1	8.00	8.35	8.77
H2	8.90	9.57	10.23
H3	10.40	11.03	11.69
H4	11.56	12.19	12.86
H5	11.87	12.52	13.19
H6	12.01	12.67	13.36
H7	12.19	12.86	13.52
H8	12.86	13.51	14.17
H9	14.46	15.43	16.36
H11	14.95	15.75	17.90
H15	18.30	19.28	20.56

Account Clerk (A)	H3
Account Clerk (B)	H11
Administrative Intern	H5
Administrative Assistant	H15
Clerk Typist	H6
Code Enforcement Officer	H9
Maintenance Aide	H2
Maintenance Worker	H7
Municipal Enforcement Officer	H8
Recreation Aide	H1
Recreation Leader	H2
Sr. Recreation Leader	H4

**Compensation Schedule Effective
July 1, 2012**

Ranges	A	B	C
H1	8.24	8.60	9.03
H2	9.17	9.86	10.54
H4	11.91	12.56	13.25
H5	12.23	12.90	13.59
H6	12.37	13.05	13.76
H7	12.56	13.25	13.93
H8	13.25	13.92	14.60
H9	14.89	15.89	16.85
H10	14.50	15.47	16.43
H11	15.40	16.22	18.44
H12	15.18	15.86	16.73
H15	18.85	19.86	21.18

Flat Rates	
Ranges	A
HF25	45.00
HF26	50.00

Account Clerk (B)	H11
Administrative Aide	H12
Administrative Intern	H5
Administrative Assistant	H15
Building Inspector	HF25
CDBG Coordinator	HF26
Clerk Typist	H6
Code Enforcement Officer	H9
Maintenance Aide	H2
Maintenance Worker	H7
Municipal Enforcement Officer	H8
Planning Technician	H10
Recreation Aide	H1
Recreation Leader	H3
Sr. Recreation Leader	H4

**Compensation Schedule Effective
July 1, 2014**

Hourly Steps			
Ranges	A	B	C
H1	9.00	9.23	9.50
H2	9.17	9.86	10.54
H3	9.63	9.85	10.23
H4	11.56	12.19	12.86
H5	11.91	12.56	13.25
H6	12.37	13.05	13.76
H7	12.56	13.25	13.93
H8	13.35	13.92	14.60
H9	14.89	15.89	16.85
H10	14.50	15.47	16.43
H11	15.40	16.22	18.44
H12	15.18	15.86	16.73
H15	18.85	19.86	21.18

Flat Rates	
Ranges	A
HF25	45.00
HF26	50.00

Account Clerk (B)	H11
Administrative Aide	H12
Administrative Intern	H5
Administrative Assistant	H15
Building Inspector	HF25
CDBG Coordinator	HF26
Clerk Typist	H6
Code Enforcement Officer	H9
Maintenance Aide	H2
Maintenance Worker	H7
Municipal Enforcement Ofc.	H8
Planning Technician	H10
Recreation Aide	H1
Recreation Leader	H3
Sr. Recreation Leader	H4

ASSOCIATION RANGE TABLES

**Compensation Schedule Effective
July 1, 2008**

Association Steps										
Ranges	A	B	C	D	E	F	G	H	I	J
A1	2561	2597	2624	2688	2754	2825	2967	3041	3116	3257
A2	2688	2754	2825	2967	3041	3116	3275	3357	3441	3526
A3	2825	2895	2967	3041	3116	3275	3357	3441	3526	3614
A4	2967	3041	3116	3193	3275	3357	3441	3526	3614	3706
A5	3116	3193	3275	3357	3441	3526	3614	3706	3798	3892
A6	3275	3357	3441	3526	3614	3706	3798	3892	3990	4089
A7	3441	3526	3614	3706	3798	3892	3990	4089	4193	4296
A8	3614	3706	3798	3892	3990	4089	4193	4296	4405	4514
A9	3798	3892	3990	4089	4193	4296	4405	4514	4626	4742
A10	3990	4089	4193	4296	4405	4514	4626	4742	4860	4981

**Compensation Schedule Effective
July 1, 2012**

Association Steps										
Ranges	A	B	C	D	E	F	G	H	I	J
A1	2713	2750	2778	2844	2912	2985	3131	3207	3284	3430
A2	2844	2912	2985	3131	3207	3284	3448	3533	3619	3707
A3	2985	3057	3131	3207	3284	3448	3533	3619	3707	3797
A4	3131	3207	3284	3364	3448	3533	3619	3707	3797	3892
A5	3284	3364	3448	3533	3619	3707	3797	3892	3987	4084
A6-A	3448	3533	3619	3707	3797	3892	3987	4084	4185	4287
A6-B	3479	3564	3650	3738	3828	3923	4018	4115	4216	4318
A7	3619	3707	3797	3892	3987	4084	4185	4287	4394	4500
A8	3797	3892	3987	4084	4185	4287	4394	4500	4612	4724
A9	3987	4084	4185	4287	4394	4500	4612	4724	4840	4959
A10-A	4185	4287	4394	4500	4612	4724	4840	4959	5081	5205
A10-B	4239	4341	4448	4554	4666	4778	4894	5013	5135	5259
A11	4391	4498	4610	4721	4839	4956	5078	5203	5331	5462
A12	4607	4719	4837	4953	5077	5200	5328	5459	5594	5731
A13	4834	4951	5075	5197	5327	5456	5591	5728	5870	6014
A14	5072	5195	5325	5453	5590	5725	5867	6011	6160	6311
A15	5322	5451	5587	5722	5866	6008	6157	6308	6464	6623
A16	5584	5724	5863	6004	6156	6305	6461	6620	6784	6950
A17	5859	6006	6152	6300	6460	6617	6780	6947	7118	7294
A18	6148	6303	6456	6611	6779	6944	7115	7291	7470	7655
A19	6452	6614	6775	6938	7114	7287	7467	7652	7840	8034
A20	6771	6941	7110	7281	7466	7648	7837	8031	8228	8432
A21	7106	7284	7462	7641	7836	8027	8225	8429	8636	8850
A22	7458	7644	7831	8019	8224	8425	8633	8847	9064	9289

Compensation Schedule Effective

July 1, 2013

Association										
Steps										
Ranges	A	B	C	D	E	F	G	H	I	J
A1	2765	2802	2831	2898	2967	3042	3190	3268	3346	3495
A2	2898	2967	3042	3190	3268	3346	3514	3600	3688	3777
A3	3042	3115	3190	3268	3346	3514	3600	3688	3777	3869
A4	3190	3268	3346	3428	3514	3600	3688	3777	3869	3966
A5	3346	3428	3514	3600	3688	3777	3869	3966	4063	4162
A6-A	3514	3600	3688	3777	3869	3966	4063	4162	4265	4368
A6-B	3545	3631	3719	3808	3900	3997	4094	4193	4296	4399
A7	3688	3777	3869	3966	4063	4162	4265	4368	4477	4586
A8	3869	3966	4063	4162	4265	4368	4477	4586	4700	4814
A9	4063	4162	4265	4368	4477	4586	4700	4814	4932	5053
A10-A	4265	4368	4477	4586	4700	4814	4932	5053	5176	5304
A10-B	4320	4423	4532	4641	4755	4869	4987	5108	5231	5359
A11	4474	4583	4698	4811	4931	5050	5174	5302	5432	5566
A12	4695	4809	4929	5047	5173	5299	5429	5563	5700	5840
A13	4926	5045	5171	5296	5428	5560	5697	5837	5982	6128
A14	5168	5294	5426	5557	5696	5834	5978	6125	6277	6431
A15	5423	5555	5693	5831	5977	6122	6274	6428	6587	6749
A16	5690	5833	5974	6118	6273	6425	6584	6746	6913	7082
A17	5970	6120	6269	6420	6583	6743	6909	7079	7253	7433
A18	6265	6423	6579	6737	6908	7076	7250	7430	7612	7800
A19	6575	6740	6904	7070	7249	7425	7609	7797	7989	8187
A20	6900	7073	7245	7419	7608	7793	7986	8184	8384	8592
A21	7241	7422	7604	7786	7985	8180	8381	8589	8800	9018
A22	7600	7789	7980	8171	8380	8585	8797	9015	9236	9465

Compensation Schedule Effective

July 1, 2014

Association										
Steps										
Ranges	A	B	C	D	E	F	G	H	I	J
A1	2,815	2,852	2,882	2,950	3,020	3,097	3,247	3,327	3,406	3,558
A2	2,950	3,020	3,097	3,247	3,327	3,406	3,577	3,665	3,754	3,845
A3	3,097	3,171	3,247	3,327	3,406	3,577	3,665	3,754	3,845	3,939
A4	3,247	3,327	3,406	3,490	3,577	3,665	3,754	3,845	3,939	4,037
A5	3,406	3,490	3,577	3,665	3,754	3,845	3,939	4,037	4,136	4,237
A6-A	3,577	3,665	3,754	3,845	3,939	4,037	4,136	4,237	4,342	4,447
A6-B	3,609	3,696	3,786	3,877	3,970	4,069	4,168	4,268	4,373	4,478
A7	3,754	3,845	3,939	4,037	4,136	4,237	4,342	4,447	4,558	4,669
A8	3,939	4,037	4,136	4,237	4,342	4,447	4,558	4,669	4,785	4,901
A9	4,136	4,237	4,342	4,447	4,558	4,669	4,785	4,901	5,021	5,144
A10-A	4,342	4,447	4,558	4,669	4,785	4,901	5,021	5,144	5,269	5,399
A10-B	4,398	4,503	4,614	4,725	4,841	4,957	5,077	5,200	5,325	5,455
A11	4,555	4,665	4,783	4,898	5,020	5,141	5,267	5,397	5,530	5,666
A12	4,780	4,896	5,018	5,138	5,266	5,394	5,527	5,663	5,803	5,945
A13	5,015	5,136	5,264	5,391	5,526	5,660	5,800	5,942	6,090	6,238
A14	5,261	5,389	5,524	5,657	5,799	5,939	6,086	6,235	6,390	6,547
A15	5,521	5,655	5,795	5,936	6,085	6,232	6,387	6,544	6,706	6,870
A16	5,792	5,938	6,082	6,228	6,386	6,541	6,703	6,867	7,037	7,209
A17	6,077	6,230	6,382	6,536	6,701	6,864	7,033	7,206	7,384	7,567
A18	6,378	6,539	6,697	6,858	7,032	7,203	7,381	7,564	7,749	7,940
A19	6,693	6,861	7,028	7,197	7,379	7,559	7,746	7,937	8,133	8,334
A20	7,024	7,200	7,375	7,553	7,745	7,933	8,130	8,331	8,535	8,747
A21	7,371	7,556	7,741	7,926	8,129	8,327	8,532	8,744	8,958	9,180
A22	7,737	7,929	8,124	8,318	8,531	8,740	8,955	9,177	9,402	9,635

MANAGEMENT/CONFIDENTIAL
RANGE TABLES

**Compensation Schedule Effective
July 1, 2008**

Management Steps										
Ranges	A	B	C	D	E	F	G	H	I	J
M1	5322	5474	5591	5729	5847	6020	6171	6325	6483	6645
M2	6011	6174	6317	6472	6634	6802	6972	7144	7324	7507
M3	7102	7279	7462	7649	7841	8037	8238	8445	8655	8871
M4	8436	8562	8703	8852	9007	9175	9357	9548	9763	9989
M5	9751	9957	10181	10417	10659	10909	11151	11382	11614	11781

SALARY SCHEDULES

**CITY OF CUDAHY
SALARY SCHEDULE
EFFECTIVE DATE JULY 1, 2008**

TITLE	GROUP	RATE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
Account Clerk A	PT	HOURLY	H3	10.40	11.03	11.69							
Account Clerk B	PT	HOURLY	H11	14.95	15.75	17.90							
Account Clerk	CMEA	MONTHLY	A6	3275	3357	3441	3526	3614	3706	3798	3892	3990	4089
Account Technician	CMEA	MONTHLY	A9	3798	3892	3990	4089	4193	4296	4405	4514	4626	4742
Administrative Assistant	PT	HOURLY	H15	18.30	19.28	20.56							
Administrative Assistant	CMEA	MONTHLY	A7	3441	3526	3614	3706	3798	3892	3990	4089	4193	4296
Administrative Clerk I	CMEA	MONTHLY	A1	2561	2597	2624	2688	2754	2825	2967	3041	3116	3257
Administrative Clerk II	CMEA	MONTHLY	A5	3116	3193	3275	3357	3441	3526	3614	3706	3798	3892
Administrative Intern	PT	HOURLY	H5	11.87	12.52	13.19							
Cashier/Receptionist	CMEA	MONTHLY	A1	2561	2597	2624	2688	2754	2825	2967	3041	3116	3257
City Council Member	ELECTED	MONTHLY	FLAT RATE	483.60									
City Clerk	APPOINTED	MONTHLY	FLAT RATE	8270									
City Manager	APPOINTED	MONTHLY	FLAT RATE	14,379									
City Treasurer	APPOINTED	MONTHLY	FLAT RATE	5057									
Clerk Typist	PT	HOURLY	H6	12.01	12.67	13.36							
Code Enforcement Officer	PT	HOURLY	H9	14.46	15.43	16.36							
Code Enforcement Officer	CMEA	MONTHLY	A7	3441	3526	3614	3706	3798	3892	3990	4089	4193	4296
Department Secretary	CMEA	MONTHLY	A6	3275	3357	3441	3526	3614	3706	3798	3892	3990	4089
Director of Community Development	MGMT	MONTHLY	M3	7102	7279	7462	7649	7841	8037	8238	8445	8655	8871
Director of Community Services	MGMT	MONTHLY	M5	9751	9957	10181	10417	10659	10909	11151	11382	11614	11781
Director of Parks & Recreation	MGMT	MONTHLY	M4	8436	8562	8703	8852	9007	9175	9357	9548	9763	9989
Executive Secretary/HR Specialist	MGMT	MONTHLY	M2	6011	6174	6317	6472	6634	6802	6972	7144	7324	7507
Executive Secretary	CMEA	MONTHLY	A9	3798	3892	3990	4089	4193	4296	4405	4514	4626	4742
Finance Manager	MGMT	MONTHLY	M5	9751	9957	10181	10417	10659	10909	11151	11382	11614	11781
Maintenance Aide	PT	HOURLY	H2	8.90	9.57	10.23							
Maintenance Foreman	CMEA	MONTHLY	A8	3614	3706	3798	3892	3990	4089	4193	4296	4405	4514
Maintenance Leader	CMEA	MONTHLY	A6	3275	3357	3441	3526	3614	3706	3798	3892	3990	4089
Maintenance Superintendent	CMEA	MONTHLY	A10	3990	4089	4193	4296	4405	4514	4626	4742	4860	4981
Maintenance Worker	PT	HOURLY	H7	12.19	12.86	13.52							
Maintenance Worker	CMEA	MONTHLY	A3	2825	2895	2967	3041	3116	3275	3357	3441	3526	3614
Municipal Enforcement Officer	PT	HOURLY	H8	12.86	13.51	14.17							
Municipal Enforcement Officer	CMEA	MONTHLY	A5	3116	3193	3275	3357	3441	3526	3614	3706	3798	3892
Planning Assistant	CMEA	MONTHLY	A8	3614	3706	3798	3892	3990	4089	4193	4296	4405	4514
Recreation Aide	PT	HOURLY	H1	8.00	8.35	8.77							
Recreation Coordinator	CMEA	MONTHLY	A5	3116	3193	3275	3357	3441	3526	3614	3706	3798	3892
Recreation Leader	PT	HOURLY	H2	8.90	9.57	10.23							
Recreation Supervisor	CMEA	MONTHLY	A8	3614	3706	3798	3892	3990	4089	4193	4296	4405	4514
Secretary	CMEA	MONTHLY	A4	2967	3041	3116	3193	3275	3357	3441	3526	3614	3706
Senior Administrative Assistant	CMEA	MONTHLY	A8	3614	3706	3798	3892	3990	4089	4193	4296	4405	4514
Senior Code Enforcement Officer	CMEA	MONTHLY	A8	3614	3706	3798	3892	3990	4089	4193	4296	4405	4514
Senior Recreation Coordinator	CMEA	MONTHLY	A6	3275	3357	3441	3526	3614	3706	3798	3892	3990	4089
Senior Recreation Leader	PT	HOURLY	H4	11.56	12.19	12.86							

**CITY OF CUDAHY
SALARY SCHEDULE
EFFECTIVE DATE JULY 1, 2009**

TITLE	GROUP	RATE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
Account Clerk A	PT	HOURLY	H3	10.40	11.03	11.69							
Account Clerk B	PT	HOURLY	H11	14.95	15.75	17.90							
Account Clerk	CMEA	MONTHLY	A6	3275	3357	3441	3526	3614	3706	3798	3892	3990	4089
Account Technician	CMEA	MONTHLY	A9	3798	3892	3990	4089	4193	4296	4405	4514	4626	4742
Administrative Assistant	PT	HOURLY	H15	18.30	19.28	20.56							
Administrative Assistant	CMEA	MONTHLY	A7	3441	3526	3614	3706	3798	3892	3990	4089	4193	4296
Administrative Clerk I	CMEA	MONTHLY	A1	2561	2597	2624	2688	2754	2825	2967	3041	3116	3257
Administrative Clerk II	CMEA	MONTHLY	A5	3116	3193	3275	3357	3441	3526	3614	3706	3798	3892
Administrative Intern	PT	HOURLY	H5	11.87	12.52	13.19							
Cashier/Receptionist	CMEA	MONTHLY	A1	2561	2597	2624	2688	2754	2825	2967	3041	3116	3257
City Council Member	ELECTED	MONTHLY	FLAT RATE	483.60									
City Clerk	APPOINTED	MONTHLY	FLAT RATE	8270									
City Manager	APPOINTED	MONTHLY	FLAT RATE	15,529									
City Treasurer	APPOINTED	MONTHLY	FLAT RATE	5057									
Clerk Typist	PT	HOURLY	H6	12.01	12.67	13.36							
Code Enforcement Officer	PT	HOURLY	H9	14.46	15.43	16.36							
Code Enforcement Officer	CMEA	MONTHLY	A7	3441	3526	3614	3706	3798	3892	3990	4089	4193	4296
Department Secretary	CMEA	MONTHLY	A6	3275	3357	3441	3526	3614	3706	3798	3892	3990	4089
Director of Community Development	MGMT	MONTHLY	M3	7102	7279	7462	7649	7841	8037	8238	8445	8655	8871
Director of Community Services	MGMT	MONTHLY	M5	9751	9957	10181	10417	10659	10909	11151	11382	11614	11781
Director of Parks & Recreation	MGMT	MONTHLY	M4	8436	8562	8703	8852	9007	9175	9357	9548	9763	9989
Executive Secretary/HR Specialist	MGMT	MONTHLY	M2	6011	6174	6317	6472	6634	6802	6972	7144	7324	7507
Executive Secretary	CMEA	MONTHLY	A9	3798	3892	3990	4089	4193	4296	4405	4514	4626	4742
Finance Manager	MGMT	MONTHLY	M5	9751	9957	10181	10417	10659	10909	11151	11382	11614	11781
Maintenance Aide	PT	HOURLY	H2	8.90	9.57	10.23							
Maintenance Foreman	CMEA	MONTHLY	A8	3614	3706	3798	3892	3990	4089	4193	4296	4405	4514
Maintenance Leader	CMEA	MONTHLY	A6	3275	3357	3441	3526	3614	3706	3798	3892	3990	4089
Maintenance Superintendent	CMEA	MONTHLY	A10	3990	4089	4193	4296	4405	4514	4626	4742	4860	4981
Maintenance Worker	PT	HOURLY	H7	12.19	12.86	13.52							
Maintenance Worker	CMEA	MONTHLY	A3	2825	2895	2967	3041	3116	3275	3357	3441	3526	3614
Municipal Enforcement Officer	PT	HOURLY	H8	12.86	13.51	14.17							
Municipal Enforcement Officer	CMEA	MONTHLY	A5	3116	3193	3275	3357	3441	3526	3614	3706	3798	3892
Planning Assistant	CMEA	MONTHLY	A8	3614	3706	3798	3892	3990	4089	4193	4296	4405	4514
Recreation Aide	PT	HOURLY	H1	8.00	8.35	8.77							
Recreation Coordinator	CMEA	MONTHLY	A5	3116	3193	3275	3357	3441	3526	3614	3706	3798	3892
Recreation Leader	PT	HOURLY	H2	8.90	9.57	10.23							
Recreation Supervisor	CMEA	MONTHLY	A8	3614	3706	3798	3892	3990	4089	4193	4296	4405	4514
Secretary	CMEA	MONTHLY	A4	2967	3041	3116	3193	3275	3357	3441	3526	3614	3706
Senior Administrative Assistant	CMEA	MONTHLY	A8	3614	3706	3798	3892	3990	4089	4193	4296	4405	4514
Senior Code Enforcement Officer	CMEA	MONTHLY	A8	3614	3706	3798	3892	3990	4089	4193	4296	4405	4514
Senior Recreation Coordinator	CMEA	MONTHLY	A6	3275	3357	3441	3526	3614	3706	3798	3892	3990	4089
Senior Recreation Leader	PT	HOURLY	H4	11.56	12.19	12.86							

**CITY OF CUDAHY
SALARY SCHEDULE
EFFECTIVE DATE JULY 1, 2012**

TITLE	GROUP	RATE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
Account Clerk	PT	HOURLY	H11	15.40	16.22	18.44							
Account Clerk	CMEA	MONTHLY	A6-A	3448	3533	3619	3707	3797	3892	3987	4084	4185	4287
Account Clerk *	CMEA	MONTHLY	A6-B	3479	3564	3650	3738	3828	3923	4018	4115	4216	4318
Account Technician	CMEA	MONTHLY	A10-A	4185	4287	4394	4500	4612	4724	4840	4959	5081	5205
Account Technician*	CMEA	MONTHLY	A10-B	4239	4341	4448	4554	4666	4778	4894	5013	5135	5259
Administrative Aide	PT	HOURLY	H12	15.18	15.86	16.73							
Administrative Assistant	PT	HOURLY	H15	18.85	19.86	21.18							
Administrative Assistant	CMEA	MONTHLY	A7	3619	3707	3797	3892	3987	4084	4185	4287	4394	4500
Administrative Clerk I	CMEA	MONTHLY	A1	2713	2750	2778	2844	2912	2985	3131	3207	3284	3430
Administrative Clerk II	CMEA	MONTHLY	A5	3284	3364	3448	3533	3619	3707	3797	3892	3987	4084
Administrative Intern	PT	HOURLY	H5	12.23	12.90	13.59							
Assistant Engineer A	CMEA	MONTHLY	A8	3797	3892	3987	4084	4185	4287	4394	4500	4612	4724
Assistant Engineer B	CMEA	MONTHLY	A16	5584	5724	5863	6004	6156	6305	6461	6620	6784	6950
Building Inspector	PT	HOURLY/FLAT RATE	HF25	45.00									
Cashier/Receptionist	CMEA	MONTHLY	A1	2713	2750	2778	2844	2912	2985	3131	3207	3284	3430
CDBG Coordinator	PT	HOURLY/FLAT RATE	HF26	50.00									
City Council Member	ELECTED	MONTHLY	FLAT RATE	483.60									
City Clerk	APPOINTED	MONTHLY	FLAT RATE	8270									
City Manager	APPOINTED	MONTHLY	FLAT RATE	13,333									
City Treasurer	APPOINTED	MONTHLY	FLAT RATE	5057									
Clerk Typist	PT	HOURLY	H6	12.37	13.05	13.76							
Code Enforcement Officer	PT	HOURLY	H9	14.89	15.89	16.85							
Code Enforcement Officer	CMEA	MONTHLY	A7	3619	3707	3797	3892	3987	4084	4185	4287	4394	4500
Department Secretary	CMEA	MONTHLY	A6	3448	3533	3619	3707	3797	3892	3987	4084	4185	4287
Director of Community Development	MGMT	MONTHLY	M3	7102	7279	7462	7649	7841	8037	8238	8445	8655	8871
Director of Community Services	MGMT	MONTHLY	M5	9751	9957	10181	10417	10659	10909	11151	11382	11614	11781
Director of Parks & Recreation	MGMT	MONTHLY	M4	8436	8562	8703	8852	9007	9175	9357	9548	9763	9989
Executive Secretary/Human Resources Specialist	MGMT	MONTHLY	M2	6011	6174	6317	6472	6634	6802	6972	7144	7324	7507
Executive Secretary	CMEA	MONTHLY	A9	3987	4084	4185	4287	4394	4500	4612	4724	4840	4959
Finance Manager	MGMT	MONTHLY	M5	9751	9957	10181	10417	10659	10909	11151	11382	11614	11781
Maintenance Aide	PT	HOURLY	H2	9.17	9.86	10.54							
Maintenance Foreman	CMEA	MONTHLY	A8	3797	3892	3987	4084	4185	4287	4394	4500	4612	4724
Maintenance Leader	CMEA	MONTHLY	A6	3448	3533	3619	3707	3797	3892	3987	4084	4185	4287
Maintenance Superintendent	CMEA	MONTHLY	A10	4185	4287	4394	4500	4612	4724	4840	4959	5081	5205
Maintenance Worker	PT	HOURLY	H7	12.56	13.25	13.93							
Maintenance Worker	CMEA	MONTHLY	A3	2985	3057	3131	3207	3284	3448	3533	3619	3707	3797
Municipal Enforcement Officer	PT	HOURLY	H8	13.25	13.92	14.60							
Municipal Enforcement Officer	CMEA	MONTHLY	A5	3284	3364	3448	3533	3619	3707	3797	3892	3987	4084
Planning Assistant	CMEA	MONTHLY	A8	3797	3892	3987	4084	4185	4287	4394	4500	4612	4724
Planning Associate	CMEA	MONTHLY	A9	3987	4084	4185	4287	4394	4500	4612	4724	4840	4959
Planning Technician	PT	HOURLY	H10	14.50	15.47	16.43							
Recreation Aide	PT	HOURLY	H1	8.24	8.60	9.03							
Recreation Coordinator	CMEA	MONTHLY	A5	3284	3364	3448	3533	3619	3707	3797	3892	3987	4084
Recreation Leader	PT	HOURLY	H2	9.17	9.86	10.54							
Recreation Supervisor	CMEA	MONTHLY	A8	3797	3892	3987	4084	4185	4287	4394	4500	4612	4724
Secretary	CMEA	MONTHLY	A4	3131	3207	3284	3364	3448	3533	3619	3707	3797	3892
Senior Accountant	CMEA	MONTHLY	A15	5322	5451	5587	5722	5866	6008	6157	6308	6464	6623
Senior Administrative Analyst	CMEA	MONTHLY	A7	3619	3707	3797	3892	3987	4084	4185	4287	4394	4500
Senior Code Enforcement Officer	CMEA	MONTHLY	A8	3797	3892	3987	4084	4185	4287	4394	4500	4612	4724
Senior Recreation Coordinator	CMEA	MONTHLY	A6	3448	3533	3619	3707	3797	3892	3987	4084	4185	4287
Senior Recreation Leader	PT	HOURLY	H4	11.91	12.56	13.25							

*Reflects higher rate due to bilingual written and verbal skill pay and/or special acting pay (currently under administrative review).

**CITY OF CUDAHY
SALARY SCHEDULE
EFFECTIVE DATE JULY 1, 2013**

TITLE	GROUP	RATE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
Account Clerk	PT	HOURLY	H11	15.40	16.22	18.44							
Account Clerk	CMEA	MONTHLY	A6-A	3514	3600	3688	3777	3869	3966	4063	4162	4265	4368
Account Clerk*	CMEA	MONTHLY	A6-B	3545	3631	3719	3808	3900	3997	4094	4193	4296	4399
Account Technician	CMEA	MONTHLY	A10-A	4265	4368	4477	4586	4700	4814	4932	5053	5176	5304
Account Technician *	CMEA	MONTHLY	A10-B	4320	4423	4532	4641	4755	4869	4987	5108	5231	5359
Administrative Aide	PT	HOURLY	H12	15.40	16.22	18.44							
Administrative Assistant	PT	HOURLY	H15	18.85	19.86	21.18							
Administrative Assistant	CMEA	MONTHLY	A7	3688	3777	3869	3966	4063	4162	4265	4368	4477	4586
Administrative Clerk I	CMEA	MONTHLY	A1	2765	2802	2831	2898	2967	3042	3190	3268	3346	3495
Administrative Clerk II	CMEA	MONTHLY	A5	3346	3428	3514	3600	3688	3777	3869	3966	4063	4162
Administrative Intern	PT	HOURLY	H5	12.23	12.90	13.59							
Assistant Engineer A	CMEA	MONTHLY	A8	3869	3966	4063	4162	4265	4368	4477	4586	4700	4814
Assistant Engineer B	CMEA	MONTHLY	A16	5690	5833	5974	6118	6273	6425	6584	6746	6913	7082
Building Inspector	PT	HOURLY/FLAT RATE	HF25	45.00									
Cashier/Receptionist	CMEA	MONTHLY	A1	2765	2802	2831	2898	2967	3042	3190	3268	3346	3495
CDBG Coordinator	PT	HOURLY/FLAT RATE	HF26	50.00									
City Council Member	ELECTED	MONTHLY	FLAT RATE	483.60									
City Clerk	APPOINTED	MONTHLY	FLAT RATE	8270									
City Manager	APPOINTED	MONTHLY	FLAT RATE	14,166									
City Treasurer	APPOINTED	MONTHLY	FLAT RATE	5057									
Clerk Typist	PT	HOURLY	H6	12.37	13.05	13.76							
Code Enforcement Officer	PT	HOURLY	H9	14.89	15.89	16.85							
Code Enforcement Officer	CMEA	MONTHLY	A7	3688	3777	3869	3966	4063	4162	4265	4368	4477	4586
Department Secretary	CMEA	MONTHLY	A6	3514	3600	3688	3777	3869	3966	4063	4162	4265	4368
Director of Community Development	MGMT	MONTHLY	M3	7102	7279	7462	7649	7841	8037	8238	8445	8655	8871
Director of Community Services	MGMT	MONTHLY	M5	9751	9957	10181	10417	10659	10909	11151	11382	11614	11781
Director of Parks & Recreation	MGMT	MONTHLY	M4	8436	8562	8703	8852	9007	9175	9357	9548	9763	9989
Executive Secretary/Human Resources Specialist	MGMT	MONTHLY	M2	6011	6174	6317	6472	6634	6802	6972	7144	7324	7507
Finance Manager	MGMT	MONTHLY	M5	9751	9957	10181	10417	10659	10909	11151	11382	11614	11781
Maintenance Aide	PT	HOURLY	H2	9.17	9.86	10.54							
Maintenance Foreman	CMEA	MONTHLY	A8	3869	3966	4063	4162	4265	4368	4477	4586	4700	4814
Maintenance Leader	CMEA	MONTHLY	A6	3514	3600	3688	3777	3869	3966	4063	4162	4265	4368
Maintenance Superintendent	CMEA	MONTHLY	A10	4265	4368	4477	4586	4700	4814	4932	5053	5176	5304
Maintenance Worker	PT	HOURLY	H7	12.56	13.25	13.93							
Maintenance Worker	CMEA	MONTHLY	A3	3042	3115	3190	3268	3346	3514	3600	3688	3777	3869
Municipal Enforcement Officer	PT	HOURLY	H8	13.25	13.92	14.60							
Municipal Enforcement Officer	CMEA	MONTHLY	A5	3346	3428	3514	3600	3688	3777	3869	3966	4063	4162
Planning Assistant	CMEA	MONTHLY	A8	3869	3966	4063	4162	4265	4368	4477	4586	4700	4814
Planning Associate	CMEA	MONTHLY	A9	4063	4162	4265	4368	4477	4586	4700	4814	4932	5053
Planning Technician	PT	HOURLY	H10	14.50	15.47	16.43							
Recreation Aide	PT	HOURLY	H1	8.24	8.60	9.03							
Recreation Coordinator	CMEA	MONTHLY	A5	3346	3428	3514	3600	3688	3777	3869	3966	4063	4162
Recreation Leader	PT	HOURLY	H2	9.17	9.86	10.54							
Recreation Supervisor	CMEA	MONTHLY	A8	3869	3966	4063	4162	4265	4368	4477	4586	4700	4814
Secretary	CMEA	MONTHLY	A4	3190	3346	3346	3428	3514	3600	3688	3777	3869	3966
Senior Accountant	CMEA	MONTHLY	A15	5423	5555	5693	5831	5977	6122	6274	6428	6587	6749
Senior Administrative Analyst	CMEA	MONTHLY	A7	3688	3777	3869	3966	4063	4162	4265	4368	4477	4586
Senior Code Enforcement Officer	CMEA	MONTHLY	A8	3869	3966	4063	4162	4265	4368	4477	4586	4700	4814
Senior Recreation Coordinator	CMEA	MONTHLY	A6	3514	3600	3688	3777	3869	3966	4063	4162	4265	4368
Senior Recreation Leader	PT	HOURLY	H4	11.91	12.56	13.25							

*Reflects higher rate due to bilingual written and verbal skill pay and/or special acting pay (currently under administrative review).

**CITY OF CUDAHY
SALARY SCHEDULE
EFFECTIVE DATE JULY 1, 2014**

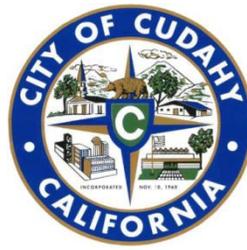
TITLE	GROUP	RATE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
Account Clerk	PT	HOURLY	H11	15.40	16.22	18.44							
Account Clerk	CMEA	MONTHLY	A6-A	3577	3665	3754	3845	3939	4037	4136	4237	4342	4447
Account Clerk*	CMEA	MONTHLY	A6-B	3609	3696	3786	3877	3970	4069	4168	4268	4373	4478
Account Technician	CMEA	MONTHLY	A10-A	4342	4447	4558	4669	4785	4901	5021	5144	5269	5399
Account Technician*	CMEA	MONTHLY	A10-B	4398	4503	4614	4725	4841	4957	5077	5200	5325	5455
Administrative Aide	PT	HOURLY	H12	15.18	15.86	16.73							
Administrative Assistant	PT	HOURLY	H15	18.85	19.86	21.18							
Administrative Assistant	CMEA	MONTHLY	A7	3754	3845	3939	4037	4136	4237	4342	4447	4558	4669
Administrative Clerk I	CMEA	MONTHLY	A1	2815	2852	2882	2950	3020	3097	3247	3327	3406	3558
Administrative Clerk II	CMEA	MONTHLY	A5	3406	3490	3577	3665	3754	3845	3939	4037	4136	4237
Administrative Intern	PT	HOURLY	H5	11.91	12.56	13.25							
Assistant Engineer A	CMEA	MONTHLY	A8	3939	4037	4136	4237	4342	4447	4558	4669	4785	4901
Assistant Engineer B	CMEA	MONTHLY	A16	5792	5938	6082	6228	6389	6541	6703	6867	7037	7209
Building Inspector	PT	HOURLY/FLAT RATE	HF25	45.00									
Cashier/Receptionist	CMEA	MONTHLY	A1	2815	2852	2882	2950	3020	3097	3247	3327	3406	3558
CDBG Coordinator	PT	HOURLY/FLAT RATE	HF26	50.00									
City Council Member	ELECTED	MONTHLY	FLAT RATE	483.60									
City Clerk	APPOINTED	MONTHLY	FLAT RATE	8270									
City Manager	APPOINTED	MONTHLY	FLAT RATE	14,166									
City Treasurer	APPOINTED	MONTHLY	FLAT RATE	5057									
Clerk Typist	PT	HOURLY	H6	12.37	13.05	13.76							
Code Enforcement Officer	PT	HOURLY	H9	14.89	15.89	16.85							
Code Enforcement Officer	CMEA	MONTHLY	A7	3754	3845	3939	4037	4136	4237	4342	4447	4558	4669
Department Secretary	CMEA	MONTHLY	A6	3577	3665	3754	3845	3939	4037	4136	4237	4342	4447
Director of Community Development	MGMT	MONTHLY	M3	7102	7279	7462	7649	7841	8037	8238	8445	8655	8871
Director of Community Services	MGMT	MONTHLY	M5	9751	9957	10181	10417	10659	10909	11151	11382	11614	11781
Director of Parks & Recreation	MGMT	MONTHLY	M4	8436	8562	8703	8852	9007	9175	9357	9548	9763	9989
Executive Secretary/Human Resources Specialist	MGMT	MONTHLY	M2	6011	6174	6317	6472	6634	6802	6972	7144	7324	7507
Finance Manager	MGMT	MONTHLY	M5	9751	9957	10181	10417	10659	10909	11151	11382	11614	11781
Maintenance Aide	PT	HOURLY	H2	9.17	9.86	10.54							
Maintenance Foreman	CMEA	MONTHLY	A8	3939	4037	4136	4237	4342	4447	4558	4669	4785	4901
Maintenance Leader	CMEA	MONTHLY	A6	3577	3665	3754	3845	3939	4037	4136	4237	4342	4447
Maintenance Superintendent	CMEA	MONTHLY	A10	4342	4447	4558	4669	4785	4901	5021	5144	5269	5399
Maintenance Worker	PT	HOURLY	H7	12.56	13.25	13.93							
Maintenance Worker	CMEA	MONTHLY	A3	3097	3171	3247	3327	3406	3577	3665	3754	3845	3939
Municipal Enforcement Officer	PT	HOURLY	H8	13.35	13.92	14.60							
Municipal Enforcement Officer	CMEA	MONTHLY	A5	3406	3490	3577	3665	3754	3845	3939	4037	4136	4237
Planning Assistant	CMEA	MONTHLY	A8	3939	4037	4136	4237	4342	4447	4558	4669	4785	4901
Planning Associate	CMEA	MONTHLY	A9	4136	4237	4342	4447	4558	4669	4785	4901	5021	5144
Planning Technician	PT	HOURLY	H10	14.50	15.47	16.43							
Recreation Aide	PT	HOURLY	H1	9.00	9.23	9.50							
Recreation Coordinator	CMEA	MONTHLY	A5	3406	3490	3577	3665	3754	3845	3939	4037	4136	4237
Recreation Leader	PT	HOURLY	H3	9.63	9.85	10.23							
Recreation Supervisor	CMEA	MONTHLY	A8	3939	4037	4136	4237	4342	4447	4558	4669	4785	4901
Secretary	CMEA	MONTHLY	A4	3247	3327	3406	3490	3577	3665	3754	3845	3939	4037
Senior Accountant	CMEA	MONTHLY	A15	5521	5655	5795	5936	6085	6232	6387	6544	6706	6870
Senior Administrative Analyst	CMEA	MONTHLY	A7	3754	3845	3939	4037	4136	4237	4342	4447	4558	4669
Senior Code Enforcement Officer	CMEA	MONTHLY	A8	3939	4037	4136	4237	4342	4447	4558	4669	4785	4901
Senior Recreation Coordinator	CMEA	MONTHLY	A6	3577	3665	3754	3845	3939	4037	4136	4237	4342	4447
Senior Recreation Leader	PT	HOURLY	H4	11.56	12.19	12.86							

*Reflects higher rate due to bilingual written and verbal skill pay and/or special acting pay (currently under administrative review).

**CITY OF CUDAHY
SALARY SCHEDULE
EFFECTIVE DATE AUGUST 6, 2014**

TITLE	GROUP	RATE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
Account Clerk	PT	HOURLY	H11	15.4	16.22	18.44							
Account Clerk	CMEA	MONTHLY	A6-A	3577	3665	3754	3845	3939	4037	4136	4237	4342	4447
Account Clerk*	CMEA	MONTHLY	A6-B	3609	3696	3786	3877	3970	4069	4168	4268	4373	4478
Account Technician	CMEA	MONTHLY	A10-A	4342	4447	4558	4669	4785	4901	5021	5144	5269	5399
Account Technician*	CMEA	MONTHLY	A10-B	4398	4503	4614	4725	4841	4957	5077	5200	5325	5455
Administrative Aide	PT	HOURLY	H12	15.18	15.86	16.73							
Administrative Assistant	PT	HOURLY	H15	18.85	19.86	21.18							
Administrative Assistant	CMEA	MONTHLY	A7	3754	3845	3939	4037	4136	4237	4342	4447	4558	4669
Administrative Clerk I	CMEA	MONTHLY	A1	2815	2852	2882	2950	3020	3097	3247	3327	3406	3558
Administrative Clerk II	CMEA	MONTHLY	A5	3406	3490	3577	3665	3754	3845	3939	4037	4136	4237
Administrative Intern	PT	HOURLY	H5	11.91	12.56	13.25							
Assistant Engineer A	CMEA	MONTHLY	A8	3939	4037	4136	4237	4342	4447	4558	4669	4785	4901
Assistant Engineer B	CMEA	MONTHLY	A16	5792	5938	6082	6228	6389	6541	6703	6867	7037	7209
Building Inspector	PT	HOURLY/FLAT RATE	HF25	45.00									
Cashier/Receptionist	CMEA	MONTHLY	A1	2815	2852	2882	2950	3020	3097	3247	3327	3406	3558
CDBG Coordinator	PT	HOURLY/FLAT RATE	HF26	50.00									
City Council Member	ELECTED	MONTHLY	FLAT RATE	483.60									
City Clerk	APPOINTED	MONTHLY	FLAT RATE	8270									
City Manager	APPOINTED	MONTHLY	FLAT RATE	15,000									
City Treasurer	APPOINTED	MONTHLY	FLAT RATE	5057									
Clerk Typist	PT	HOURLY	H6	12.37	13.05	13.76							
Code Enforcement Officer	PT	HOURLY	H9	14.89	15.89	16.85							
Code Enforcement Officer	CMEA	MONTHLY	A7	3754	3845	3939	4037	4136	4237	4342	4447	4558	4669
Department Secretary	CMEA	MONTHLY	A6	3577	3665	3754	3845	3939	4037	4136	4237	4342	4447
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Director of Community Services	MGMT	MONTHLY	M5	9751	9957	10181	10417	10659	10909	11151	11382	11614	11781
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Finance Manager	MGMT	MONTHLY	M5	9751	9957	10181	10417	10659	10909	11151	11382	11614	11781
Maintenance Aide	PT	HOURLY	H2	9.17	9.86	10.54							
Maintenance Foreman	CMEA	MONTHLY	A8	3939	4037	4136	4237	4342	4447	4558	4669	4785	4901
Maintenance Leader	CMEA	MONTHLY	A6	3577	3665	3754	3845	3939	4037	4136	4237	4342	4447
Maintenance Superintendent	CMEA	MONTHLY	A10	4342	4447	4558	4669	4785	4901	5021	5144	5269	5399
Maintenance Worker	PT	HOURLY	H7	12.56	13.25	13.93							
Maintenance Worker	CMEA	MONTHLY	A3	3097	3171	3247	3327	3406	3577	3665	3754	3845	3939
Municipal Enforcement Officer	PT	HOURLY	H8	13.35	13.92	14.60							
Municipal Enforcement Officer	CMEA	MONTHLY	A5	3406	3490	3577	3665	3754	3845	3939	4037	4136	4237
Planning Assistant	CMEA	MONTHLY	A8	3939	4037	4136	4237	4342	4447	4558	4669	4785	4901
Planning Associate	CMEA	MONTHLY	A9	4136	4237	4342	4447	4558	4669	4785	4901	5021	5144
Planning Technician	PT	HOURLY	H10	14.50	15.47	16.43							
Recreation Aide	PT	HOURLY	H1	9.00	9.23	9.50							
Recreation Coordinator	CMEA	MONTHLY	A5	3406	3490	3577	3665	3754	3845	3939	4037	4136	4237
Recreation Leader	PT	HOURLY	H3	9.63	9.85	10.23							
Recreation Supervisor	CMEA	MONTHLY	A8	3939	4037	4136	4237	4342	4447	4558	4669	4785	4901
Secretary	CMEA	MONTHLY	A4	3247	3327	3406	3490	3577	3665	3754	3845	3939	4037
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Senior Administrative Analyst	CMEA	MONTHLY	A7	3754	3845	3939	4037	4136	4237	4342	4447	4558	4669
Senior Code Enforcement Officer	CMEA	MONTHLY	A8	3939	4037	4136	4237	4342	4447	4558	4669	4785	4901
Senior Recreation Coordinator	CMEA	MONTHLY	A6	3577	3665	3754	3845	3939	4037	4136	4237	4342	4447
Senior Recreation Leader	PT	HOURLY	H4	11.56	12.19	12.86							

*Reflects higher rate due to bilingual written and verbal skill pay and/or special acting pay (currently under administrative review).



Item Number 10A

STAFF REPORT

Date: June 8, 2015

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

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

Subject: **Public Hearing Regarding Increased Fees for the Handling of Solid Waste and Recyclable Materials Against Residential and Commercial Properties Within the City**

RECOMMENDATION

The City Council is requested to:

1. Adopt Resolution 15-21, Levying Fees for the Handling of Solid Waste and Recyclable Materials Against Residential Properties Within the City; and
2. Receive and file request from Consolidated Disposal Service, LLC, to increase fees for the handling of solid waste and recyclable materials against residential properties and commercial/industrial customers within the City.

BACKGROUND

1. On December 15, 1998 the City of Cudahy and Consolidated Disposal Services, LLC (CDS), a Republic Services Company, entered into a solid waste franchise agreement (Agreement).
2. On April 16, 2012, the Agreement was amended. Under the terms and conditions of the Agreement, the rates for solid waste collection are based upon the actual costs of service, including the disposal tipping fee (Dump Fee) and the Consumer Price Index (CPI) for the Los Angeles-Anaheim-Riverside Area. Each year, Consolidated Disposal Services, LLC, may increase its rates based on increases in the Dump Fee and by up to 90% of the CPI increase for the most recent 12-month period (up to 5% per year). Pursuant to the terms of the 2012 Amendment, there were to be no increase in the fees assessed on residential

properties through December 31, 2014.

3. On April 15, 2015, CDS provided a letter to the City Manager regarding an Application for Adjustment to the Solid Waste Collection Rates for 2015 (Adjustment Letter).

ANALYSIS

The Adjustment Letter indicated that as set forth in the Agreement the annual adjustment is based upon the percentage increase in the CPI for all Los Angeles-Anaheim-Riverside Area. The twelve month change in the CPI used for the adjustment was the February 2014 to February 2015 Index, which is attributable to the cost of collection for residential and commercial services. The rate adjustment for commercial and residential rates includes an adjustment in tipping fees, which are not tied to CPI. CDS requested that a 1.83% rate adjustment be applied to all residential customers' rates and a 2.98% to all commercial and roll-off services within the City of Cudahy.

For existing residential customers, the current annual basic residential service rate is \$223.32 or \$18.61 per dwelling unit per month. With the approval of this adjustment, the annual charge will be \$227.54 or \$18.96 per dwelling unit per month, an increase of 35 cents per dwelling unit per month. For customers ordering a 3-yard dumpster that is serviced once per week, the allowable monthly rate will rise from \$174.14 to \$179.34, an increase of \$5.20 per unit per month for once a week pick up.

On behalf of CDS, the City bills all residential premises serviced by CDS by placing the fees for Solid Waste and Recyclable Materials collection on the property tax rolls, through procedures established by the tax assessor for the County of Los Angeles. The attached resolution will be filed with the County Auditor for the Rubbish Collection Charge Report for Fiscal Year 2015/16 pursuant to Cudahy Municipal Code section 8.12.170.

CONCLUSION

Under section 4.3.3 of the Agreement, rate increases shall not be effective unless preceded by 60 days written notification to the City Manager and the Residential customers and 30 days written notification to the City Manager and the Commercial/Industrial customers.

The City Council is not required to take action for the CPI increase to go into effect. CDS submitted a timely request for a rate adjustment and CDS current rate application follows the formula prescribed in the amended Agreement.

FINANCIAL IMPACT

The franchise fee of 8% and 4% residential utility user tax would be \$1,000 increased revenue to the General Fund. The franchise fee of 8% and 8% commercial utility user tax would be \$14,000 increased revenue to the General Fund.

ATTACHMENTS

- A. Proposed Resolution No. 15-21, Levying Fees for the Handling of Solid Waste and Recyclable Materials Against Residential Properties Within the City
- B. Rubbish Collection Charge report for Fiscal Year 2015/16

RESOLUTION NO. 15-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY LEVYING FEES FOR THE HANDLING OF SOLID WASTE AND RECYCLABLE MATERIALS AGAINST RESIDENTIAL PROPERTIES WITHIN THE CITY

WHEREAS, California Health and Safety Code Sections 5473 authorizes the City of Cudahy to adopt an ordinance to collect solid waste rates on the tax roll, in the same manner and at the same time as its general taxes; and

WHEREAS, pursuant to City of Cudahy Municipal Code section 8.12.170, the City may collect fees for residential solid waste and recyclable materials handling services by causing fees to be placed on the Los Angeles County tax rolls through procedures established by the Los Angeles County tax collector; and

WHEREAS, the City has caused notice of public hearing to be published regarding the assessment of fees for solid waste collection on residential properties for the 2015-2016 fiscal year in the City of Cudahy; and

WHEREAS, the City Council has heard and considered objections and protests to the report assessing solid waste collection on residential properties for the 2014-2015 fiscal year in the City of Cudahy prepared pursuant to Section 5473 of the California Health and Safety Code (the "Report") at the June 8, 2015 regular City Council meeting; and

WHEREAS, the City Council has determined and hereby finds that protests have not been made by the owners of a majority of the separate parcels of property described in the Report; and

WHEREAS, the City Council has determined to adopt the Report and collect said solid waste charges by placing them on the Los Angeles County tax rolls through procedures established by the Los Angeles County tax collector.

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

SECTION 1. Following notice of public hearing, the City Council has held a full and fair public hearing on June 8, 2015, on the levy of a fee against residential properties within the City for solid waste and recyclable materials handling services. All interested persons were afforded the opportunity to hear and to be heard regarding the Report prepared in connection with such fee pursuant to Section 5473 of the California Health and Safety Code. A true and correct copy of the Report is attached as Exhibit "A". The City Council hereby finds that there was no protest made by the majority of

separate parcels of property described in the Report. All protests and objections to the Report are hereby overruled.

SECTION 2. The City Council hereby determines to set a collection fee of \$18.96 per dwelling unit per month, against residential properties within the City for solid waste and recyclable materials handling services and adopts the Report as filed.

SECTION 3. Pursuant to Subsection 8.12.170 (2) of the Cudahy Municipal Code and Section 5473 of the California Health and Safety Code, the City Council elects to continue collecting the above solid waste and recyclable materials handling services fees on the tax roll in the same manner, by the same persons, at the same time as, together with and not separately from, the general taxes of the City.

SECTION 4. The Finance Director is hereby authorized and directed to file with the County Auditor a copy of the Report with a statement endorsed on the Report over his signature that the Report has been finally adopted by the City Council.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this **8th day of June, 2015.**

Cristian Markovich, Mayor

ATTEST:

Victor H. Ferrer,
Deputy City Clerk

APPROVED AS TO FORM:

Isabel Birrueta, Assistant City Attorney

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. 15-21 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 8th day of June, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor H. Ferrer,
Deputy City Clerk

**City of Cudahy
Rubbish Collection Charge
Fiscal Year 2015/16**

ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY15/16 CHARGE (\$)
6224-001-001	5156 ELIZABETH ST	RES	7	5	227.40	1,137.00
6224-001-003	5210 ELIZABETH ST	RES	6	5	227.40	1,137.00
6224-001-012	5200 ELIZABETH ST	RES	5	5	227.40	1,137.00
6224-001-013	5206 ELIZABETH ST	RES	7	3	227.40	682.20
6224-001-014	5256 ELIZABETH ST	RES	1	1	227.40	227.40
6224-001-015	5260 ELIZABETH ST	RES	1	1	227.40	227.40
6224-001-018	5222 ELIZABETH ST	RES	1	1	227.40	227.40
6224-001-019	5228 ELIZABETH ST	RES	1	1	227.40	113.70
6224-001-020	7911 PARK AVE	RES	1	1	227.40	227.40
6224-001-021	7923 PARK AVE	RES	1	1	227.40	227.40
6224-001-022	7929 PARK AVE	RES	1	1	227.40	227.40
6224-001-023	7933 PARK AVE	RES	2	2	227.40	454.80
6224-001-024	7941 PARK AVE	RES	2	2	227.40	454.80
6224-002-001	5000 ELIZABETH ST	RES	1	1	227.40	113.70
6224-002-002	5006 ELIZABETH ST	RES	1	1	227.40	227.40
6224-002-003	5010 ELIZABETH ST	RES	2	2	227.40	454.80
6224-002-004	5016 ELIZABETH ST	RES	2	1	227.40	113.70
6224-002-005	7914 WILCOX AVE	RES	4	4	227.40	909.60
6224-002-006	7922 WILCOX AVE	RES	3	3	227.40	682.20
6224-002-008	7930 WILCOX AVE	RES	1	1	227.40	227.40
6224-002-009	7934 WILCOX AVE	RES	1	1	227.40	227.40
6224-002-013	5100 ELIZABETH ST	RES	9	5	227.40	1,137.00
6224-002-014	5106 ELIZABETH ST	RES	1	1	227.40	227.40
6224-002-023	7926 WILCOX AVE	RES	3	1	227.40	227.40
6224-002-025	5110 ELIZABETH ST	RES	1	1	227.40	227.40
6224-002-026	7903 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-027	7905 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-028	7907 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-029	7909 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-030	7911 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-031	7913 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-032	7915 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-033	7917 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-034	7919 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-035	7912 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-036	7910 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-037	7908 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-038	7906 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-039	7904 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-040	7902 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-041	7900 CRAFTON AVE	RES	1	1	227.40	227.40
6224-002-042	7901 WALKER AVE	RES	1	1	227.40	227.40
6224-002-043	7903 WALKER AVE	RES	1	1	227.40	227.40
6224-002-044	7905 WALKER AVE	RES	1	1	227.40	227.40
6224-002-045	7907 WALKER AVE	RES	1	1	227.40	227.40
6224-002-046	7909 WALKER AVE	RES	1	1	227.40	227.40
6224-002-047	7911 WALKER AVE	RES	1	1	227.40	227.40
6224-002-048	7913 WALKER AVE	RES	1	1	227.40	227.40
6224-002-049	7914 WALKER AVE	RES	1	1	227.40	227.40
6224-002-050	7912 WALKER AVE	RES	1	1	227.40	227.40
6224-002-051	7910 WALKER AVE	RES	1	1	227.40	227.40
6224-002-052	7908 WALKER AVE	RES	1	1	227.40	227.40
6224-002-053	7906 WALKER AVE	RES	1	1	227.40	227.40
6224-002-054	7904 WALKER AVE	RES	1	1	227.40	227.40
6224-002-055	7902 WALKER AVE	RES	1	1	227.40	227.40

**City of Cudahy
Rubbish Collection Charge
Fiscal Year 2015/16**

ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY15/16 CHARGE (\$)
6224-002-056	7900 WALKER AVE	RES	1	1	227.40	227.40
6224-002-059	5048 ELIZABETH ST	RES	2	1	227.40	227.40
6224-003-005	4842 ELIZABETH ST	RES	8	8	227.40	1,819.20
6224-003-008	4854 ELIZABETH ST	RES	1	1	227.40	227.40
6224-003-009	4858 ELIZABETH ST	RES	1	1	227.40	227.40
6224-003-010	4900 ELIZABETH ST	RES	4	4	227.40	909.60
6224-003-011	4906 ELIZABETH ST	RES	2	2	227.40	454.80
6224-003-012	4914 ELIZABETH ST	RES	2	2	227.40	454.80
6224-003-016	4932 ELIZABETH ST	RES	4	4	227.40	909.60
6224-003-018	4946 ELIZABETH ST	RES	2	2	227.40	454.80
6224-003-019	4950 ELIZABETH ST	RES	2	2	227.40	454.80
6224-003-021	7919 WILCOX AVE	RES	2	2	227.40	454.80
6224-003-024	4926 ELIZABETH ST	RES	2	2	227.40	454.80
6224-003-025	7927 WILCOX AVE	RES	3	3	227.40	682.20
6224-003-026	7931 WILCOX AVE	RES	4	4	227.40	909.60
6224-003-027	7939 WILCOX AVE	RES	1	1	227.40	227.40
6224-003-028	4956 ELIZABETH ST	RES	1	1	227.40	227.40
6224-003-029	7911 WILCOX AVE	RES	1	1	227.40	227.40
6224-003-030	4852 ELIZABETH ST	RES	3	2	227.40	454.80
6224-003-033	4852 ELIZABETH ST	RES	2	2	227.40	454.80
6224-004-013	4800 ELIZABETH ST	RES	3	3	227.40	682.20
6224-004-015	4716 ELIZABETH ST	RES	5	5	227.40	1,137.00
6224-004-030	4638 ELIZABETH ST	RES	1	1	227.40	227.40
6224-005-016	4532 ELIZABETH ST	RES	4	4	227.40	909.60
6224-005-019	4528 ELIZABETH ST	RES	3	3	227.40	682.20
6224-005-026	4531 SANTA ANA ST	RES	4	4	227.40	909.60
6224-005-027	4523 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-005-036	4508 ELIZABETH ST	RES	1	1	227.40	227.40
6224-006-005	4404 ELIZABETH ST	RES	1	1	227.40	227.40
6224-006-009	4348 ELIZABETH ST	RES	8	5	227.40	1,137.00
6224-006-014	4324 ELIZABETH ST	RES	2	2	227.40	454.80
6224-006-015	4318 ELIZABETH ST	RES	7	5	227.40	1,137.00
6224-006-016	4312 ELIZABETH ST	RES	5	5	227.40	1,137.00
6224-006-020	4332 ELIZABETH ST	RES	1	1	227.40	227.40
6224-006-021	4334 ELIZABETH ST	RES	1	1	227.40	227.40
6224-006-025	4344 ELIZABETH ST	RES	1	1	227.40	227.40
6224-006-028	4336 ELIZABETH ST	RES	4	4	227.40	909.60
6224-006-043	4326 ELIZABETH ST	RES	1	1	227.40	227.40
6224-006-044	4326 ELIZABETH ST	RES	1	1	227.40	227.40
6224-006-045	4328 ELIZABETH ST	RES	1	1	227.40	227.40
6224-006-046	4328 ELIZABETH ST	RES	1	1	227.40	227.40
6224-007-003	4258 ELIZABETH ST	RES	3	3	227.40	682.20
6224-007-011	4254 ELIZABETH ST	RES	2	2	227.40	454.80
6224-008-005	4417 SANTA ANA ST	RES	7	3	227.40	682.20
6224-008-006	4411 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-008-008	4337 SANTA ANA ST	RES	4	2	227.40	454.80
6224-008-010	4329 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-008-011	4321 SANTA ANA ST	RES	4	4	227.40	909.60
6224-009-003	4422 ELIZABETH ST	RES	1	1	227.40	227.40
6224-009-004	4426 ELIZABETH ST	RES	1	1	227.40	227.40
6224-009-005	4434 ELIZABETH ST	RES	1	1	227.40	227.40
6224-009-006	4436 ELIZABETH ST	RES	1	1	227.40	227.40
6224-009-007	7910 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-008	7914 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-009	7918 CLARKSON AVE	RES	1	1	227.40	227.40

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6224-009-010	7920 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-011	7924 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-012	7928 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-013	7932 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-014	7934 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-015	7938 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-016	8004 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-017	8012 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-018	8020 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-019	8026 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-020	4435 SANTA ANA ST	RES	1	1	227.40	227.40
6224-009-021	4431 SANTA ANA ST	RES	1	1	227.40	227.40
6224-009-022	8027 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-023	8021 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-024	8011 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-025	8005 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-026	7939 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-027	7935 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-028	7933 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-029	7929 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-030	7925 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-031	7921 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-032	7919 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-033	7915 CLARKSON AVE	RES	1	1	227.40	227.40
6224-009-034	7911 CLARKSON AVE	RES	1	1	227.40	227.40
6224-010-004	4747 SANTA ANA ST	RES	3	3	227.40	682.20
6224-010-005	4741 SANTA ANA ST	RES	3	3	227.40	682.20
6224-010-006	4735 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-010-007	4731 SANTA ANA ST	RES	2	3	227.40	682.20
6224-011-001	8005 WILCOX AVE	RES	1	1	227.40	227.40
6224-011-003	4949 SANTA ANA ST	RES	1	1	227.40	227.40
6224-011-004	4943 SANTA ANA ST	RES	1	1	227.40	227.40
6224-011-005	4939 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-011-006	4937 SANTA ANA ST	RES	3	3	227.40	682.20
6224-011-008	4925 SANTA ANA ST	RES	4	4	227.40	909.60
6224-011-011	4909 SANTA ANA ST	RES	4	3	227.40	682.20
6224-011-012	4903 SANTA ANA ST	RES	2	2	227.40	454.80
6224-011-013	4859 SANTA ANA ST	RES	6	5	227.40	1,137.00
6224-011-017	4827 SANTA ANA ST	RES	1	1	227.40	227.40
6224-011-019	4817 SANTA ANA ST	RES	7	5	227.40	1,137.00
6224-011-020	4811 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-011-024	4835 SANTA ANA ST	RES	7	5	227.40	1,137.00
6224-011-025	4831 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-012-003	5129 SANTA ANA ST	RES	7	4	227.40	909.60
6224-012-004	5125 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-012-005	5119 SANTA ANA ST	RES	1	1	227.40	227.40
6224-012-006	5111 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-012-016	8012 WILCOX AVE	RES	4	4	227.40	909.60
6224-012-017	8002 WILCOX AVE	RES	6	5	227.40	1,137.00
6224-012-019	5013 SANTA ANA ST	RES	3	3	227.40	682.20
6224-012-024	5109 SANTA ANA ST	RES	2	2	227.40	454.80
6224-012-026	5049 SANTA ANA ST	RES	2	2	227.40	454.80
6224-012-027	8026 ALAMO AVE	RES	2	2	227.40	341.10
6224-012-032	8023 ALAMO AVE	RES	2	2	227.40	341.10
6224-012-034	8022 WILCOX AVE	RES	3	3	227.40	682.20

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6224-012-035	8000 ALAMO AVE	RES	2	2	227.40	454.80
6224-012-036	8006 ALAMO AVE	RES	4	4	227.40	909.60
6224-012-037	8020 ALAMO AVE	RES	2	2	227.40	454.80
6224-012-038	8001 ALAMO AVE	RES	2	2	227.40	454.80
6224-012-041	5019 SANTA ANA ST	RES	3	3	227.40	682.20
6224-012-042	5037 SANTA ANA ST	RES	1	1	227.40	227.40
6224-012-043	8007 ALAMO AVE	RES	2	2	227.40	454.80
6224-012-044	8013 ALAMO AVE	RES	2	2	227.40	454.80
6224-012-045	8017 ALAMO AVE	RES	2	2	227.40	454.80
6224-013-006	5207 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-013-009	5155 SANTA ANA ST	RES	3	3	227.40	682.20
6224-015-002	5112 SANTA ANA ST	RES	0	1	227.40	227.40
6224-015-007	5142 SANTA ANA ST	RES	4	4	227.40	909.60
6224-015-008	5146 SANTA ANA ST	RES	4	4	227.40	909.60
6224-015-016	5210 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-015-018	5204 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-015-029	5104 SANTA ANA ST	RES	8	8	227.40	1,819.20
6224-016-002	5010 SANTA ANA ST	RES	1	1	227.40	227.40
6224-016-003	8114 WILCOX AVE	RES	2	1	227.40	227.40
6224-016-004	8120 WILCOX AVE	RES	1	1	227.40	227.40
6224-016-005	8124 WILCOX AVE	RES	1	1	227.40	227.40
6224-016-007	8134 WILCOX AVE	RES	1	1	227.40	227.40
6224-016-009	5022 SANTA ANA ST	RES	3	3	227.40	682.20
6224-016-014	5038 SANTA ANA ST	RES	2	2	227.40	454.80
6224-016-015	5042 SANTA ANA ST	RES	6	5	227.40	1,137.00
6224-016-028	8128 WILCOX AVE	RES	1	1	227.40	227.40
6224-017-001	4810 SANTA ANA ST	RES	3	3	227.40	682.20
6224-017-002	4818 SANTA ANA ST	RES	2	2	227.40	454.80
6224-017-003	4822 SANTA ANA ST	RES	5	6	227.40	1,364.40
6224-017-004	4828 SANTA ANA ST	RES	2	2	227.40	454.80
6224-017-005	4830 SANTA ANA ST	RES	3	1	227.40	227.40
6224-017-008	4850 SANTA ANA ST	RES	6	5	227.40	1,137.00
6224-017-009	4856 SANTA ANA ST	RES	4	4	227.40	909.60
6224-017-011	4900 SANTA ANA ST	RES	1	1	227.40	227.40
6224-017-014	4920 SANTA ANA ST	RES	8	5	227.40	1,137.00
6224-017-015	4922 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-017-017	4932 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-017-019	4956 SANTA ANA ST	RES	1	1	227.40	227.40
6224-017-020	8117 WILCOX AVE	RES	3	3	227.40	682.20
6224-017-021	8125 WILCOX AVE	RES	2	2	227.40	454.80
6224-017-022	8133 WILCOX AVE	RES	1	1	227.40	113.70
6224-017-023	8135 WILCOX AVE	RES	4	4	227.40	909.60
6224-017-026	4926 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-017-028	8100 SANTA ANA PNES	RES	1	1	227.40	227.40
6224-017-029	8108 SANTA ANA PNES	RES	1	1	227.40	227.40
6224-017-030	8116 SANTA ANA PNES	RES	1	1	227.40	227.40
6224-017-031	8124 SANTA ANA PNES	RES	1	1	227.40	227.40
6224-017-032	8132 SANTA ANA PNES	RES	1	1	227.40	227.40
6224-017-033	8140 SANTA ANA PNES	RES	1	1	227.40	227.40
6224-017-034	8141 SANTA ANA PNES	RES	1	1	227.40	227.40
6224-017-035	8133 SANTA ANA PNES	RES	1	1	227.40	227.40
6224-017-036	8125 SANTA ANA PNES	RES	1	1	227.40	227.40
6224-017-037	8117 SANTA ANA PNES	RES	1	1	227.40	227.40
6224-017-038	8109 SANTA ANA PNES	RES	1	1	227.40	227.40
6224-017-039	8101 SANTA ANA PNES	RES	1	1	227.40	227.40

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6224-017-041	4944 SANTA ANA ST	RES	3	3	227.40	682.20
6224-017-042	4948 SANTA ANA ST	RES	2	2	227.40	454.80
6224-018-007	4730 SANTA ANA ST	RES	2	2	227.40	454.80
6224-018-008	4734 SANTA ANA ST	RES	3	3	227.40	682.20
6224-018-014	4766 SANTA ANA ST	RES	4	4	227.40	909.60
6224-018-054	4758 SANTA ANA ST	RES	1	1	227.40	227.40
6224-018-055	4758 SANTA ANA ST	RES	1	1	227.40	227.40
6224-018-056	4760 SANTA ANA ST	RES	1	1	227.40	227.40
6224-018-057	4760 SANTA ANA ST	RES	1	1	227.40	227.40
6224-018-058	4762 SANTA ANA ST	RES	1	1	227.40	227.40
6224-018-059	4762 SANTA ANA ST	RES	1	1	227.40	227.40
6224-018-060	4750 SANTA ANA ST	RES	1	1	227.40	227.40
6224-018-061	4750 SANTA ANA ST	RES	1	1	227.40	227.40
6224-018-062	4752 SANTA ANA ST	RES	1	1	227.40	227.40
6224-018-063	4752 SANTA ANA ST	RES	1	1	227.40	227.40
6224-018-064	4754 SANTA ANA ST	RES	1	1	227.40	227.40
6224-018-065	4754 SANTA ANA ST	RES	1	1	227.40	227.40
6224-018-066	4756 SANTA ANA ST	RES	1	1	227.40	227.40
6224-018-067	4756 SANTA ANA ST	RES	1	1	227.40	227.40
6224-019-011	4546 SANTA ANA ST	RES	2	2	227.40	454.80
6224-019-012	4532 SANTA ANA ST	RES	3	3	227.40	682.20
6224-019-016	4644 SANTA ANA ST	RES	1	1	227.40	227.40
6224-020-003	4500 SANTA ANA ST	RES	5	3	227.40	682.20
6224-020-004	4446 SANTA ANA ST	RES	5	5	227.40	1,137.00
6224-020-005	4442 SANTA ANA ST	RES	2	2	227.40	454.80
6224-020-007	4426 SANTA ANA ST	RES	3	3	227.40	682.20
6224-020-011	4334 SANTA ANA ST	RES	6	3	227.40	682.20
6224-020-012	4332 SANTA ANA ST	RES	2	2	227.40	454.80
6224-021-012	4515 CECILIA ST	RES	27	2	227.40	454.80
6224-022-010	4555 CECILIA ST	RES	30	1	227.40	227.40
6224-023-005	4735 CECILIA ST	RES	1	1	227.40	227.40
6224-025-002	5035 CECILIA ST	RES	2	2	227.40	454.80
6224-025-005	5031 CECILIA ST	RES	1	1	227.40	227.40
6224-025-006	5029 CECILIA ST	RES	1	1	227.40	227.40
6224-025-011	5027 CECILIA ST	RES	1	1	227.40	227.40
6224-025-012	5019 CECILIA ST	RES	1	1	227.40	227.40
6224-025-013	8238 WILCOX AVE	RES	2	2	227.40	454.80
6224-025-017	8214 WILCOX AVE	RES	1	1	227.40	227.40
6224-025-018	8206 WILCOX AVE	RES	4	4	227.40	909.60
6224-025-023	5043 CECILIA ST	RES	6	2	227.40	454.80
6224-026-003	8201 CRAFTON AVE	RES	1	1	227.40	227.40
6224-026-005	8211 CRAFTON AVE	RES	2	2	227.40	454.80
6224-026-006	8215 CRAFTON AVE	RES	1	1	227.40	227.40
6224-026-007	8219 CRAFTON AVE	RES	1	1	227.40	227.40
6224-026-008	8223 CRAFTON AVE	RES	1	1	227.40	227.40
6224-026-010	8233 FERNDALE AVE	RES	2	2	227.40	454.80
6224-026-011	5075 CECILIA ST	RES	1	1	227.40	227.40
6224-026-012	5063 CECILIA ST	RES	6	4	227.40	909.60
6224-026-014	5059 CECILIA ST	RES	4	4	227.40	909.60
6224-026-015	5053 CECILIA ST	RES	3	3	227.40	682.20
6224-026-016	8205 CRAFTON AVE	RES	2	2	227.40	454.80
6224-026-017	8202 CRAFTON AVE	RES	3	3	227.40	682.20
6224-027-001	5103 CECILIA ST	RES	2	2	227.40	454.80
6224-027-002	5113 CECILIA ST	RES	1	1	227.40	227.40
6224-027-003	5117 CECILIA ST	RES	1	1	227.40	227.40

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6224-027-004	5121 CECILIA ST	RES	1	1	227.40	227.40
6224-027-005	5125 CECILIA ST	RES	1	1	227.40	227.40
6224-027-006	5129 CECILIA ST	RES	2	2	227.40	454.80
6224-027-007	5133 CECILIA ST	RES	2	2	227.40	454.80
6224-027-008	5135 CECILIA ST	RES	2	2	227.40	454.80
6224-027-009	5141 CECILIA ST	RES	2	2	227.40	454.80
6224-027-010	5145 CECILIA ST	RES	2	2	227.40	454.80
6224-027-011	5149 CECILIA ST	RES	2	2	227.40	454.80
6224-027-012	5203 CECILIA ST	RES	2	2	227.40	454.80
6224-027-013	5205 CECILIA ST	RES	2	2	227.40	454.80
6224-027-014	5211 CECILIA ST	RES	1	1	227.40	227.40
6224-027-015	5215 CECILIA ST	RES	2	2	227.40	454.80
6224-027-016	5219 CECILIA ST	RES	2	2	227.40	454.80
6224-027-017	5223 CECILIA ST	RES	1	1	227.40	227.40
6224-027-021	5237 CECILIA ST	RES	1	1	227.40	227.40
6224-027-022	5241 CECILIA ST	RES	1	1	227.40	227.40
6224-027-023	5245 CECILIA ST	RES	1	1	227.40	227.40
6224-027-024	5249 CECILIA ST	RES	1	1	227.40	227.40
6224-027-030	5227 CECILIA ST	RES	1	1	227.40	227.40
6224-027-032	5253 CECILIA ST	RES	1	1	227.40	227.40
6224-028-004	5248 CECILIA ST	RES	1	1	227.40	227.40
6224-028-005	5244 CECILIA ST	RES	1	1	227.40	227.40
6224-028-006	5240 CECILIA ST	RES	1	1	227.40	227.40
6224-028-007	5236 CECILIA ST	RES	1	1	227.40	227.40
6224-028-008	5232 CECILIA ST	RES	1	1	227.40	227.40
6224-028-009	5228 CECILIA ST	RES	2	2	227.40	454.80
6224-028-010	5224 CECILIA ST	RES	1	1	227.40	227.40
6224-028-011	5220 CECILIA ST	RES	1	1	227.40	227.40
6224-028-012	5216 CECILIA ST	RES	1	1	227.40	227.40
6224-028-013	5212 CECILIA ST	RES	1	1	227.40	227.40
6224-028-014	5208 CECILIA ST	RES	1	1	227.40	227.40
6224-028-015	5204 CECILIA ST	RES	1	1	227.40	227.40
6224-028-016	5200 CECILIA ST	RES	1	1	227.40	227.40
6224-028-017	5148 CECILIA ST	RES	1	1	227.40	227.40
6224-028-018	5144 CECILIA ST	RES	1	1	227.40	227.40
6224-028-019	5140 CECILIA ST	RES	1	1	227.40	227.40
6224-028-020	5136 CECILIA ST	RES	1	1	227.40	227.40
6224-028-021	5132 CECILIA ST	RES	1	1	227.40	227.40
6224-028-022	5128 CECILIA ST	RES	2	2	227.40	454.80
6224-028-023	5122 CECILIA ST	RES	2	1	227.40	227.40
6224-028-024	5118 CECILIA ST	RES	2	2	227.40	341.10
6224-028-025	5116 CECILIA ST	RES	1	1	227.40	227.40
6224-028-026	5112 CECILIA ST	RES	1	1	227.40	227.40
6224-028-027	5108 CECILIA ST	RES	1	1	227.40	227.40
6224-028-028	5102 CECILIA ST	RES	1	1	227.40	227.40
6224-028-029	8238 FERNDAL AVE	RES	1	1	227.40	227.40
6224-028-033	5252 CECILIA ST	RES	1	1	227.40	227.40
6224-029-001	8306 FERNDAL AVE	RES	2	2	227.40	454.80
6224-029-002	5119 FOSTORIA ST	RES	3	3	227.40	682.20
6224-029-003	5129 FOSTORIA ST	RES	2	2	227.40	454.80
6224-029-004	5135 FOSTORIA ST	RES	3	3	227.40	682.20
6224-029-005	5143 FOSTORIA ST	RES	3	3	227.40	682.20
6224-029-006	5151 FOSTORIA ST	RES	4	4	227.40	909.60
6224-029-007	5201 FOSTORIA ST	RES	4	4	227.40	909.60
6224-029-008	5205 FOSTORIA ST	RES	3	3	227.40	682.20

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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY15/16 CHARGE (\$)
6224-029-009	5215 FOSTORIA ST	RES	4	4	227.40	909.60
6224-029-010	5221 FOSTORIA ST	RES	4	4	227.40	909.60
6224-029-011	5227 FOSTORIA ST	RES	2	2	227.40	454.80
6224-029-014	5245 FOSTORIA ST	RES	2	2	227.40	454.80
6224-029-015	5251 FOSTORIA ST	RES	4	4	227.40	909.60
6224-029-016	5259 FOSTORIA ST	RES	2	2	227.40	454.80
6224-029-017	5267 FOSTORIA ST	RES	2	2	227.40	454.80
6224-029-018	5273 FOSTORIA ST	RES	1	1	227.40	227.40
6224-029-022	5235 FOSTORIA ST	RES	2	2	227.40	454.80
6224-029-023	5239 FOSTORIA ST	RES	2	2	227.40	454.80
6224-030-002	5268 FOSTORIA ST	RES	2	2	227.40	454.80
6224-030-003	5262 FOSTORIA ST	RES	3	3	227.40	682.20
6224-030-004	5254 FOSTORIA ST	RES	4	4	227.40	909.60
6224-030-005	5248 FOSTORIA ST	RES	3	3	227.40	682.20
6224-030-006	5244 FOSTORIA ST	RES	2	2	227.40	454.80
6224-030-007	5240 FOSTORIA ST	RES	1	1	227.40	227.40
6224-030-008	5230 FOSTORIA ST	RES	4	4	227.40	909.60
6224-030-009	5224 FOSTORIA ST	RES	2	2	227.40	454.80
6224-030-010	5216 FOSTORIA ST	RES	2	2	227.40	454.80
6224-030-011	5210 FOSTORIA ST	RES	4	4	227.40	909.60
6224-030-012	5204 FOSTORIA ST	RES	1	1	227.40	227.40
6224-030-013	5200 FOSTORIA ST	RES	1	1	227.40	227.40
6224-030-014	5152 FOSTORIA ST	RES	3	3	227.40	682.20
6224-030-015	5150 FOSTORIA ST	RES	2	2	227.40	454.80
6224-030-016	5142 FOSTORIA ST	RES	4	4	227.40	909.60
6224-030-017	5136 FOSTORIA ST	RES	3	3	227.40	682.20
6224-030-018	5122 FOSTORIA ST	RES	4	4	227.40	909.60
6224-030-019	5116 FOSTORIA ST	RES	1	1	227.40	227.40
6224-030-020	5106 FOSTORIA ST	RES	2	2	227.40	454.80
6224-030-021	5102 FOSTORIA ST	RES	2	2	227.40	454.80
6225-002-011	7220 BEAR AVE	RES	1	1	227.40	227.40
6225-002-012	7222 BEAR AVE	RES	1	1	227.40	227.40
6225-002-013	7226 BEAR AVE	RES	3	3	227.40	682.20
6225-002-014	7232 BEAR AVE	RES	1	1	227.40	227.40
6225-002-015	3805 WALNUT ST	RES	1	1	227.40	227.40
6225-002-016	3811 WALNUT ST	RES	3	3	227.40	682.20
6225-002-017	3821 WALNUT ST	RES	2	2	227.40	454.80
6225-002-018	3833 WALNUT ST	RES	2	2	227.40	454.80
6225-002-019	3839 WALNUT ST	RES	3	3	227.40	682.20
6225-002-021	3913 WALNUT ST	RES	1	1	227.40	227.40
6225-002-022	3917 WALNUT ST	RES	2	2	227.40	454.80
6225-002-023	3923 WALNUT ST	RES	5	5	227.40	1,137.00
6225-002-030	3933 WALNUT ST	RES	2	2	227.40	454.80
6225-002-031	3939 WALNUT ST	RES	3	3	227.40	682.20
6225-002-032	3905 WALNUT ST	RES	2	1	227.40	227.40
6225-002-033	3909 WALNUT ST	RES	1	1	227.40	227.40
6225-003-013	4001 WALNUT ST	RES	5	5	227.40	1,137.00
6225-003-014	4013 WALNUT ST	RES	2	2	227.40	454.80
6225-003-015	4017 WALNUT ST	RES	1	1	227.40	227.40
6225-003-016	4019 WALNUT ST	RES	3	3	227.40	682.20
6225-003-017	4025 WALNUT ST	RES	2	2	227.40	454.80
6225-003-018	4029 WALNUT ST	RES	1	1	227.40	227.40
6225-003-019	4035 WALNUT ST	RES	3	3	227.40	682.20
6225-003-020	4039 WALNUT ST	RES	2	2	227.40	454.80
6225-003-021	4101 WALNUT ST	RES	2	2	227.40	454.80

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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY15/16 CHARGE (\$)
6225-003-022	4105 WALNUT ST	RES	3	3	227.40	682.20
6225-003-023	4113 WALNUT ST	RES	2	2	227.40	454.80
6225-003-024	4117 WALNUT ST	RES	1	1	227.40	113.70
6225-003-025	4121 WALNUT ST	RES	2	2	227.40	454.80
6225-003-026	4125 WALNUT ST	RES	1	1	227.40	227.40
6225-003-027	4129 WALNUT ST	RES	2	2	227.40	454.80
6225-007-003	4403 LIVE OAK ST	RES	1	2	227.40	454.80
6225-007-004	4353 LIVE OAK ST	RES	4	4	227.40	909.60
6225-007-010	4341 LIVE OAK ST	RES	1	1	227.40	227.40
6225-007-011	4335 LIVE OAK ST	RES	2	2	227.40	454.80
6225-007-012	4329 LIVE OAK ST	RES	1	1	227.40	227.40
6225-007-013	4327 LIVE OAK ST	RES	1	1	227.40	227.40
6225-007-022	4307 LIVE OAK ST	RES	1	1	227.40	227.40
6225-007-024	4343 LIVE OAK ST	RES	1	1	227.40	227.40
6225-007-028	4315 LIVE OAK ST	RES	1	1	227.40	227.40
6225-007-029	7321 FLORA AVE	RES	2	2	227.40	454.80
6225-007-030	4311 LIVE OAK ST	RES	1	1	227.40	227.40
6225-007-034	7311 CLARKSON AVE	RES	1	1	227.40	227.40
6225-007-035	7309 CLARKSON AVE	RES	1	1	227.40	227.40
6225-007-036	7307 CLARKSON AVE	RES	1	1	227.40	227.40
6225-007-037	7305 CLARKSON AVE	RES	1	1	227.40	227.40
6225-007-038	7303 CLARKSON AVE	RES	1	1	227.40	227.40
6225-007-039	7301 CLARKSON AVE	RES	1	1	227.40	227.40
6225-007-040	4347 LIVE OAK ST	RES	2	2	227.40	454.80
6225-008-012	7318 OTIS AVE	RES	4	4	227.40	909.60
6225-008-013	7324 OTIS AVE	RES	4	4	227.40	909.60
6225-008-016	4205 LIVE OAK ST	RES	1	1	227.40	227.40
6225-008-018	4219 LIVE OAK ST	RES	2	2	227.40	454.80
6225-008-025	4227 LIVE OAK ST	RES	3	3	227.40	682.20
6225-008-027	4229 LIVE OAK ST	RES	1	1	227.40	227.40
6225-008-032	4237 LIVE OAK ST	RES	1	1	227.40	227.40
6225-008-034	4231 LIVE OAK ST	RES	1	1	227.40	227.40
6225-008-037	7330 OTIS AVE	RES	4	4	227.40	909.60
6225-008-038	4257 LIVE OAK ST	RES	2	1	227.40	227.40
6225-008-043	4245 LIVE OAK ST	RES	1	1	227.40	227.40
6225-008-046	4235 LIVE OAK ST	RES	1	1	227.40	227.40
6225-008-053	4255 LIVE OAK ST	RES	1	1	227.40	227.40
6225-009-001	7317 OTIS AVE	RES	1	1	227.40	227.40
6225-009-002	7313 OTIS AVE	RES	1	1	227.40	227.40
6225-009-003	7309 OTIS AVE	RES	1	1	227.40	227.40
6225-009-004	7303 OTIS AVE	RES	1	1	227.40	227.40
6225-009-006	4118 WALNUT ST	RES	3	3	227.40	682.20
6225-009-007	4112 WALNUT ST	RES	2	2	227.40	454.80
6225-009-008	4106 WALNUT ST	RES	2	2	227.40	454.80
6225-009-009	4100 WALNUT ST	RES	3	3	227.40	682.20
6225-009-011	4028 WALNUT ST	RES	1	2	227.40	454.80
6225-009-012	4020 WALNUT ST	RES	3	3	227.40	682.20
6225-009-015	4002 WALNUT ST	RES	5	5	227.40	1,137.00
6225-009-016	4003 LIVE OAK ST	RES	5	5	227.40	1,137.00
6225-009-017	4011 LIVE OAK ST	RES	4	4	227.40	909.60
6225-009-018	4019 LIVE OAK ST	RES	2	2	227.40	454.80
6225-009-019	4025 LIVE OAK ST	RES	4	4	227.40	909.60
6225-009-020	4029 LIVE OAK ST	RES	2	2	227.40	454.80
6225-009-021	4033 LIVE OAK ST	RES	3	3	227.40	682.20
6225-009-022	4037 LIVE OAK ST	RES	5	5	227.40	1,137.00

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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY15/16 CHARGE (\$)
6225-009-023	4101 LIVE OAK ST	RES	3	4	227.40	909.60
6225-009-024	4109 LIVE OAK ST	RES	2	2	227.40	454.80
6225-009-025	4115 LIVE OAK ST	RES	4	4	227.40	909.60
6225-009-026	4119 LIVE OAK ST	RES	2	2	227.40	454.80
6225-009-027	4123 LIVE OAK ST	RES	1	1	227.40	227.40
6225-009-028	4125 LIVE OAK ST	RES	3	3	227.40	682.20
6225-009-030	7325 OTIS AVE	RES	1	1	227.40	227.40
6225-009-031	7319 OTIS AVE	RES	1	1	227.40	227.40
6225-009-033	4012 WALNUT ST	RES	3	3	227.40	682.20
6225-009-034	4018 WALNUT ST	RES	3	3	227.40	682.20
6225-009-035	4032 WALNUT ST	RES	1	1	227.40	227.40
6225-009-036	4034 WALNUT ST	RES	3	3	227.40	682.20
6225-010-001	3932 WALNUT ST	RES	4	4	227.40	909.60
6225-010-003	3922 WALNUT ST	RES	2	2	227.40	454.80
6225-010-004	3918 WALNUT ST	RES	4	3	227.40	682.20
6225-010-006	3908 WALNUT ST	RES	1	1	227.40	227.40
6225-010-007	3904 WALNUT ST	RES	1	1	227.40	227.40
6225-010-008	3838 WALNUT ST	RES	1	1	227.40	227.40
6225-010-009	3832 WALNUT ST	RES	1	1	227.40	227.40
6225-010-012	3806 WALNUT ST	RES	1	1	227.40	227.40
6225-010-013	3800 WALNUT ST	RES	1	1	227.40	227.40
6225-010-014	7314 BEAR AVE	RES	1	1	227.40	227.40
6225-010-015	7320 BEAR AVE	RES	2	2	227.40	454.80
6225-010-016	7326 BEAR AVE	RES	2	2	227.40	454.80
6225-010-017	7330 BEAR AVE	RES	2	2	227.40	454.80
6225-010-018	3811 LIVE OAK ST	RES	2	2	227.40	454.80
6225-010-019	3817 LIVE OAK ST	RES	2	2	227.40	454.80
6225-010-020	3821 LIVE OAK ST	RES	1	1	227.40	227.40
6225-010-021	3827 LIVE OAK ST	RES	1	1	227.40	227.40
6225-010-023	3909 LIVE OAK ST	RES	2	2	227.40	454.80
6225-010-024	3913 LIVE OAK ST	RES	1	1	227.40	113.70
6225-010-026	3929 LIVE OAK ST	RES	1	1	227.40	227.40
6225-010-027	3933 LIVE OAK ST	RES	3	3	227.40	682.20
6225-010-028	3939 LIVE OAK ST	RES	1	1	227.40	227.40
6225-010-031	3831 LIVE OAK ST	RES	3	3	227.40	682.20
6225-010-034	3837 LIVE OAK ST	RES	4	4	227.40	909.60
6225-010-035	3822 WALNUT ST	RES	2	3	227.40	682.20
6225-010-036	3830 WALNUT ST	RES	3	3	227.40	682.20
6225-011-002	3726 WALNUT ST	RES	1	1	227.40	227.40
6225-011-003	3712 WALNUT ST	RES	2	2	227.40	454.80
6225-011-005	3708 WALNUT ST	RES	1	1	227.40	113.70
6225-011-007	3632 WALNUT ST	RES	2	2	227.40	454.80
6225-011-008	3628 WALNUT ST	RES	2	2	227.40	454.80
6225-011-009	3624 WALNUT ST	RES	3	3	227.40	682.20
6225-011-010	3620 WALNUT ST	RES	1	1	227.40	227.40
6225-011-013	3713 LIVE OAK ST	RES	2	2	227.40	454.80
6225-011-014	3719 LIVE OAK ST	RES	3	3	227.40	682.20
6225-011-015	3723 LIVE OAK ST	RES	4	4	227.40	909.60
6225-011-016	3729 LIVE OAK ST	RES	3	3	227.40	682.20
6225-011-017	7323 BEAR AVE	RES	3	3	227.40	682.20
6225-011-018	7313 BEAR AVE	RES	4	4	227.40	909.60
6225-011-019	3600 WALNUT ST	RES	1	1	227.40	227.40
6225-011-020	3610 WALNUT ST	RES	1	1	227.40	227.40
6225-011-022	3614 WALNUT ST	RES	1	2	227.40	454.80
6225-011-023	7312 SALT LAKE AVE	RES	1	1	227.40	227.40

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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY15/16 CHARGE (\$)
6225-012-001	7515 BEAR AVE	RES	1	1	227.40	227.40
6225-012-002	7505 BEAR AVE	RES	5	5	227.40	1,137.00
6225-012-003	3728 LIVE OAK ST	RES	3	3	227.40	682.20
6225-012-004	3724 LIVE OAK ST	RES	1	1	227.40	227.40
6225-012-006	7526 SALT LAKE AVE	RES	1	1	227.40	227.40
6225-012-007	7521 BEAR AVE	RES	3	3	227.40	682.20
6225-012-010	7514 SALT LAKE AVE	RES	1	1	227.40	227.40
6225-012-011	7522 SALT LAKE AVE	RES	1	1	227.40	227.40
6225-012-012	7527 BEAR AVE	RES	1	1	227.40	227.40
6225-012-013	7533 BEAR AVE	RES	1	1	227.40	227.40
6225-013-001	3938 LIVE OAK ST	RES	1	1	227.40	227.40
6225-013-002	3934 LIVE OAK ST	RES	3	3	227.40	682.20
6225-013-003	3928 LIVE OAK ST	RES	3	3	227.40	682.20
6225-013-004	3922 LIVE OAK ST	RES	1	1	227.40	227.40
6225-013-006	3904 LIVE OAK ST	RES	3	3	227.40	682.20
6225-013-007	3902 LIVE OAK ST	RES	1	1	227.40	227.40
6225-013-008	3838 LIVE OAK ST	RES	1	1	227.40	227.40
6225-013-009	3834 LIVE OAK ST	RES	1	1	227.40	227.40
6225-013-010	3822 LIVE OAK ST	RES	3	3	227.40	682.20
6225-013-011	3818 LIVE OAK ST	RES	1	1	227.40	227.40
6225-013-012	3810 LIVE OAK ST	RES	4	4	227.40	909.60
6225-013-013	7500 BEAR AVE	RES	1	1	227.40	227.40
6225-013-014	7504 BEAR AVE	RES	1	1	227.40	227.40
6225-013-015	7510 BEAR AVE	RES	1	1	227.40	227.40
6225-013-016	7514 BEAR AVE	RES	2	2	227.40	454.80
6225-013-017	7520 BEAR AVE	RES	1	1	227.40	227.40
6225-013-020	3819 FLOWER ST	RES	1	1	227.40	227.40
6225-013-021	3823 FLOWER ST	RES	2	2	227.40	454.80
6225-013-022	3829 FLOWER ST	RES	3	3	227.40	682.20
6225-013-023	3835 FLOWER ST	RES	2	2	227.40	454.80
6225-013-024	3839 FLOWER ST	RES	2	3	227.40	682.20
6225-013-025	3901 FLOWER ST	RES	5	5	227.40	1,137.00
6225-013-026	3911 FLOWER ST	RES	4	4	227.40	909.60
6225-013-027	3919 FLOWER ST	RES	1	1	227.40	227.40
6225-013-028	3925 FLOWER ST	RES	3	3	227.40	682.20
6225-013-029	3929 FLOWER ST	RES	3	3	227.40	568.50
6225-013-030	3933 FLOWER ST	RES	3	3	227.40	682.20
6225-013-031	4001 FLOWER ST	RES	1	1	227.40	227.40
6225-014-002	4130 LIVE OAK ST	RES	1	1	227.40	227.40
6225-014-003	4120 LIVE OAK ST	RES	1	1	227.40	227.40
6225-014-004	4118 LIVE OAK ST	RES	3	3	227.40	682.20
6225-014-005	4112 LIVE OAK ST	RES	1	1	227.40	227.40
6225-014-006	4100 LIVE OAK ST	RES	3	3	227.40	682.20
6225-014-008	4032 LIVE OAK ST	RES	2	3	227.40	682.20
6225-014-009	4026 LIVE OAK ST	RES	2	2	227.40	454.80
6225-014-013	4003 FLOWER ST	RES	3	3	227.40	682.20
6225-014-015	4015 FLOWER ST	RES	1	1	227.40	227.40
6225-014-016	4019 FLOWER ST	RES	1	1	227.40	227.40
6225-014-017	4021 FLOWER ST	RES	1	1	227.40	113.70
6225-014-018	4029 FLOWER ST	RES	3	3	227.40	682.20
6225-014-019	4033 FLOWER ST	RES	1	1	227.40	227.40
6225-014-020	4037 FLOWER ST	RES	2	2	227.40	454.80
6225-014-021	4101 FLOWER ST	RES	4	4	227.40	909.60
6225-014-022	4107 FLOWER ST	RES	1	1	227.40	227.40
6225-014-023	4111 FLOWER ST	RES	3	3	227.40	682.20

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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY15/16 CHARGE (\$)
6225-014-024	4119 FLOWER ST	RES	3	3	227.40	682.20
6225-014-025	4125 FLOWER ST	RES	1	1	227.40	227.40
6225-014-026	4127 FLOWER ST	RES	3	3	227.40	682.20
6225-014-027	4135 FLOWER ST	RES	1	2	227.40	454.80
6225-014-028	4141 FLOWER ST	RES	1	1	227.40	227.40
6225-014-029	7527 OTIS AVE	RES	2	2	227.40	454.80
6225-014-030	7521 OTIS AVE	RES	1	1	227.40	113.70
6225-014-031	4108 LIVE OAK ST	RES	1	1	227.40	113.70
6225-014-032	4010 LIVE OAK ST	RES	2	3	227.40	682.20
6225-014-033	4018 LIVE OAK ST	RES	9	9	227.40	2,046.60
6225-014-034	4132 LIVE OAK ST	RES	3	3	227.40	682.20
6225-014-035	7511 OTIS AVE	RES	1	1	227.40	227.40
6225-014-036	7515 OTIS AVE	RES	3	3	227.40	682.20
6225-014-037	4002 LIVE OAK ST	RES	2	2	227.40	454.80
6225-014-039	4009 FLOWER ST	RES	1	1	227.40	227.40
6225-015-003	4249 HARTLE AVE	RES	1	1	227.40	227.40
6225-015-004	4248 LIVE OAK ST	RES	1	1	227.40	227.40
6225-015-006	4241 HARTLE AVE	RES	1	1	227.40	227.40
6225-015-007	4236 LIVE OAK ST	RES	1	1	227.40	227.40
6225-015-008	4232 LIVE OAK ST	RES	1	1	227.40	227.40
6225-015-009	4233 HARTLE AVE	RES	1	1	227.40	227.40
6225-015-010	4229 HARTLE AVE	RES	1	1	227.40	227.40
6225-015-011	4228 LIVE OAK ST	RES	1	1	227.40	227.40
6225-015-012	4222 LIVE OAK ST	RES	1	1	227.40	227.40
6225-015-013	4225 HARTLE AVE	RES	1	1	227.40	227.40
6225-015-024	4259 HARTLE AVE	RES	1	1	227.40	227.40
6225-015-027	4202 LIVE OAK ST	RES	2	2	227.40	454.80
6225-015-028	4212 LIVE OAK ST	RES	1	1	227.40	227.40
6225-015-029	4218 LIVE OAK ST	RES	1	1	227.40	227.40
6225-015-030	4215 HARTLE AVE	RES	4	4	227.40	909.60
6225-015-033	4254 LIVE OAK ST	RES	1	1	227.40	227.40
6225-015-034	4260 LIVE OAK ST	RES	1	1	227.40	227.40
6225-015-035	4263 HARTLE AVE	RES	1	1	227.40	227.40
6225-015-037	4244 LIVE OAK ST	RES	1	1	227.40	227.40
6225-015-038	4245 HARTLE AVE	RES	1	1	227.40	227.40
6225-016-003	4361 HARTLE AVE	RES	1	1	227.40	227.40
6225-016-004	4357 HARTLE AVE	RES	1	1	227.40	113.70
6225-016-005	4356 LIVE OAK ST	RES	1	1	227.40	227.40
6225-016-006	4352 LIVE OAK ST	RES	1	1	227.40	227.40
6225-016-007	4346 LIVE OAK ST	RES	1	1	227.40	113.70
6225-016-008	4342 LIVE OAK ST	RES	1	1	227.40	227.40
6225-016-009	4349 HARTLE AVE	RES	1	1	227.40	227.40
6225-016-010	4343 HARTLE AVE	RES	1	1	227.40	227.40
6225-016-011	4339 HARTLE AVE	RES	1	1	227.40	227.40
6225-016-012	4333 HARTLE AVE	RES	1	1	227.40	227.40
6225-016-013	4336 LIVE OAK ST	RES	1	1	227.40	227.40
6225-016-014	4334 LIVE OAK ST	RES	1	1	227.40	227.40
6225-016-015	4326 LIVE OAK ST	RES	1	1	227.40	113.70
6225-016-016	4322 LIVE OAK ST	RES	1	1	227.40	227.40
6225-016-017	4327 HARTLE AVE	RES	1	1	227.40	227.40
6225-016-018	4323 HARTLE AVE	RES	1	1	227.40	227.40
6225-016-019	4319 HARTLE AVE	RES	1	1	227.40	113.70
6225-016-020	4316 LIVE OAK ST	RES	2	2	227.40	454.80
6225-016-022	4300 LIVE OAK ST	RES	1	1	227.40	227.40
6225-016-024	4303 HARTLE AVE	RES	1	1	227.40	227.40

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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY15/16 CHARGE (\$)
6225-016-025	4308 LIVE OAK ST	RES	1	1	227.40	227.40
6225-016-027	4307 HARTLE AVE	RES	1	1	227.40	227.40
6225-016-028	4406 LIVE OAK ST	RES	1	1	227.40	227.40
6225-016-029	4408 LIVE OAK ST	RES	1	1	227.40	227.40
6225-016-030	4405 HARTLE AVE	RES	1	1	227.40	227.40
6225-016-031	4409 HARTLE AVE	RES	1	1	227.40	227.40
6225-017-005	4439 HARTLE AVE	RES	1	1	227.40	227.40
6225-017-006	4435 HARTLE AVE	RES	1	1	227.40	227.40
6225-017-009	4429 HARTLE AVE	RES	1	1	227.40	227.40
6225-017-010	4423 HARTLE AVE	RES	2	2	227.40	454.80
6225-017-011	4419 HARTLE AVE	RES	1	1	227.40	227.40
6225-017-014	4411 HARTLE AVE	RES	3	3	227.40	682.20
6225-017-028	4412 LIVE OAK ST	RES	1	1	227.40	227.40
6225-017-029	4416 LIVE OAK ST	RES	1	1	227.40	227.40
6225-017-030	4422 LIVE OAK ST	RES	4	4	227.40	909.60
6225-017-031	4441 HARTLE AVE	RES	1	1	227.40	227.40
6225-018-017	4449 CLARA ST	RES	3	3	227.40	682.20
6225-018-019	4439 CLARA ST	RES	1	1	227.40	227.40
6225-018-021	4513 CLARA ST	RES	2	2	227.40	454.80
6225-019-001	4428 HARTLE AVE	RES	1	1	227.40	227.40
6225-019-002	4422 HARTLE AVE	RES	2	2	227.40	454.80
6225-019-005	4418 HARTLE AVE	RES	1	1	227.40	113.70
6225-019-006	4414 HARTLE AVE	RES	1	1	227.40	227.40
6225-019-008	4408 HARTLE AVE	RES	1	1	227.40	227.40
6225-019-009	4402 HARTLE AVE	RES	1	2	227.40	454.80
6225-019-010	4411 CLARA ST	RES	5	5	227.40	1,137.00
6225-019-011	4401 CLARA ST	RES	4	4	227.40	909.60
6225-019-012	4358 HARTLE AVE	RES	1	1	227.40	113.70
6225-019-014	4352 HARTLE AVE	RES	1	1	227.40	227.40
6225-019-015	4348 HARTLE AVE	RES	1	1	227.40	227.40
6225-019-016	4342 HARTLE AVE	RES	1	1	227.40	227.40
6225-019-017	4349 CLARA ST	RES	1	1	227.40	227.40
6225-019-018	4345 CLARA ST	RES	6	3	227.40	682.20
6225-020-001	4336 HARTLE AVE	RES	1	1	227.40	227.40
6225-020-002	4334 HARTLE AVE	RES	1	1	227.40	227.40
6225-020-003	4339 CLARA ST	RES	6	3	227.40	682.20
6225-020-004	4335 CLARA ST	RES	4	4	227.40	909.60
6225-020-005	4328 HARTLE AVE	RES	1	1	227.40	227.40
6225-020-006	4324 HARTLE AVE	RES	1	1	227.40	227.40
6225-020-008	4318 HARTLE AVE	RES	1	1	227.40	227.40
6225-020-009	4312 HARTLE AVE	RES	1	1	227.40	227.40
6225-020-011	4306 HARTLE AVE	RES	1	1	227.40	227.40
6225-020-012	4302 HARTLE AVE	RES	1	1	227.40	227.40
6225-020-014	4260 HARTLE AVE	RES	1	1	227.40	227.40
6225-020-015	4254 HARTLE AVE	RES	1	1	227.40	227.40
6225-020-018	4311 CLARA ST	RES	10	5	227.40	1,137.00
6225-020-019	4317 CLARA ST	RES	4	4	227.40	909.60
6225-021-001	4250 HARTLE AVE	RES	1	1	227.40	227.40
6225-021-002	4244 HARTLE AVE	RES	1	1	227.40	227.40
6225-021-003	4251 CLARA ST	RES	3	3	227.40	682.20
6225-021-005	4240 HARTLE AVE	RES	1	1	227.40	227.40
6225-021-009	4230 HARTLE AVE	RES	1	1	227.40	227.40
6225-021-010	4224 HARTLE AVE	RES	1	1	227.40	227.40
6225-021-011	4220 HARTLE AVE	RES	1	1	227.40	227.40
6225-021-012	4216 HARTLE AVE	RES	1	1	227.40	227.40

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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY15/16 CHARGE (\$)
6225-021-015	7604 OTIS AVE	RES	3	3	227.40	682.20
6225-021-016	7608 OTIS AVE	RES	3	1	227.40	227.40
6225-021-022	4219 CLARA ST	RES	1	1	227.40	227.40
6225-021-024	4213 CLARA ST	RES	3	3	227.40	682.20
6225-021-025	7620 OTIS AVE	RES	1	1	227.40	227.40
6225-021-026	7624 OTIS AVE	RES	3	2	227.40	454.80
6225-021-027	4207 CLARA ST	RES	1	1	227.40	227.40
6225-021-028	4205 CLARA ST	RES	1	1	227.40	227.40
6225-021-029	7600 OTIS AVE	RES	4	4	227.40	909.60
6225-021-030	4223 CLARA ST	RES	3	3	227.40	682.20
6225-022-001	7617 OTIS AVE	RES	1	1	227.40	227.40
6225-022-003	4128 FLOWER ST	RES	1	1	227.40	227.40
6225-022-004	4124 FLOWER ST	RES	3	3	227.40	682.20
6225-022-005	4122 FLOWER ST	RES	2	2	227.40	454.80
6225-022-006	4116 FLOWER ST	RES	2	2	227.40	454.80
6225-022-007	4112 FLOWER ST	RES	2	2	227.40	454.80
6225-022-008	4104 FLOWER ST	RES	4	3	227.40	682.20
6225-022-009	4038 FLOWER ST	RES	3	3	227.40	682.20
6225-022-010	4032 FLOWER ST	RES	1	1	227.40	227.40
6225-022-011	4028 FLOWER ST	RES	1	1	227.40	227.40
6225-022-014	4016 FLOWER ST	RES	1	1	227.40	227.40
6225-022-015	4010 FLOWER ST	RES	3	3	227.40	682.20
6225-022-016	4008 FLOWER ST	RES	3	3	227.40	682.20
6225-022-017	4002 FLOWER ST	RES	3	3	227.40	682.20
6225-022-018	4001 CLARA ST	RES	2	2	227.40	454.80
6225-022-019	4009 CLARA ST	RES	3	3	227.40	682.20
6225-022-020	4011 CLARA ST	RES	2	2	227.40	454.80
6225-022-022	4023 CLARA ST	RES	2	2	227.40	454.80
6225-022-023	4029 CLARA ST	RES	2	1	227.40	227.40
6225-022-024	4033 CLARA ST	RES	3	3	227.40	682.20
6225-022-025	4039 CLARA ST	RES	2	2	227.40	454.80
6225-022-026	4101 CLARA ST	RES	1	1	227.40	227.40
6225-022-027	4107 CLARA ST	RES	3	1	227.40	227.40
6225-022-028	4113 CLARA ST	RES	1	1	227.40	227.40
6225-022-029	4119 CLARA ST	RES	1	1	227.40	227.40
6225-022-033	7623 OTIS AVE	RES	3	3	227.40	682.20
6225-022-034	7627 OTIS AVE	RES	1	1	227.40	227.40
6225-022-035	7631 OTIS AVE	RES	1	1	227.40	227.40
6225-022-037	4020 FLOWER ST	RES	1	1	227.40	227.40
6225-022-038	4024 FLOWER ST	RES	1	1	227.40	227.40
6225-022-040	7619 OTIS AVE	RES	2	2	227.40	454.80
6225-022-042	4123 CLARA ST	RES	4	4	227.40	909.60
6225-023-001	3938 FLOWER ST	RES	2	2	227.40	454.80
6225-023-002	3932 FLOWER ST	RES	3	3	227.40	568.50
6225-023-004	3918 FLOWER ST	RES	4	4	227.40	909.60
6225-023-005	3912 FLOWER ST	RES	3	3	227.40	682.20
6225-023-008	3838 FLOWER ST	RES	1	1	227.40	227.40
6225-023-009	3832 FLOWER ST	RES	3	3	227.40	682.20
6225-023-010	3826 FLOWER ST	RES	2	2	227.40	454.80
6225-023-012	3808 FLOWER ST	RES	1	1	227.40	227.40
6225-023-014	7638 SALT LAKE AVE	RES	2	2	227.40	454.80
6225-023-015	3901 CLARA ST	RES	3	3	227.40	682.20
6225-023-016	3907 CLARA ST	RES	5	5	227.40	1,137.00
6225-023-018	3925 CLARA ST	RES	1	1	227.40	227.40
6225-023-019	3927 CLARA ST	RES	5	5	227.40	1,137.00

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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY15/16 CHARGE (\$)
6225-023-020	3933 CLARA ST	RES	3	4	227.40	909.60
6225-023-021	3935 CLARA ST	RES	3	3	227.40	682.20
6225-023-022	3943 CLARA ST	RES	2	2	227.40	454.80
6225-023-023	3810 FLOWER ST	RES	4	4	227.40	909.60
6225-023-025	3921 CLARA ST	RES	1	1	227.40	227.40
6225-023-026	3820 FLOWER ST	RES	2	2	227.40	454.80
6225-023-028	7636 SALT LAKE AVE	RES	2	2	227.40	454.80
6225-023-029	3900 FLOWER ST	RES	4	4	227.40	909.60
6225-023-030	3908 FLOWER ST	RES	2	2	227.40	454.80
6225-024-001	4028 CLARA ST	RES	2	2	227.40	454.80
6225-024-002	4022 CLARA ST	RES	1	1	227.40	227.40
6225-024-003	4018 CLARA ST	RES	1	1	227.40	227.40
6225-024-006	4008 CLARA ST	RES	1	2	227.40	454.80
6225-024-007	4006 CLARA ST	RES	1	1	227.40	227.40
6225-024-008	4002 CLARA ST	RES	1	1	227.40	227.40
6225-024-009	4000 CLARA ST	RES	1	1	227.40	227.40
6225-024-010	3942 CLARA ST	RES	2	2	227.40	454.80
6225-024-011	3938 CLARA ST	RES	2	2	227.40	341.10
6225-024-012	3934 CLARA ST	RES	2	1	227.40	227.40
6225-024-015	7738 SALT LAKE AVE	RES	1	1	227.40	227.40
6225-024-016	7744 SALT LAKE AVE	RES	1	1	227.40	227.40
6225-024-017	7750 SALT LAKE AVE	RES	3	3	227.40	682.20
6225-024-018	4051 OLIVE ST	RES	1	1	227.40	227.40
6225-024-019	4061 OLIVE ST	RES	2	2	227.40	454.80
6225-024-020	4063 OLIVE ST	RES	2	2	227.40	454.80
6225-024-021	4067 OLIVE ST	RES	2	2	227.40	454.80
6225-024-022	4075 OLIVE ST	RES	2	2	227.40	454.80
6225-024-023	4012 CLARA ST	RES	2	1	227.40	227.40
6225-024-024	3920 CLARA ST	RES	1	1	227.40	227.40
6225-024-025	3928 CLARA ST	RES	1	1	227.40	227.40
6225-024-026	3932 CLARA ST	RES	1	1	227.40	227.40
6225-024-027	7732 SALT LAKE AVE	RES	1	1	227.40	227.40
6225-025-003	7713 OTIS AVE	RES	1	1	227.40	227.40
6225-025-004	7717 OTIS AVE	RES	1	1	227.40	227.40
6225-025-005	7719 OTIS AVE	RES	1	1	227.40	227.40
6225-025-006	7723 OTIS AVE	RES	1	1	227.40	227.40
6225-025-007	7727 OTIS AVE	RES	1	1	227.40	227.40
6225-025-008	7731 OTIS AVE	RES	1	1	227.40	227.40
6225-025-009	7733 OTIS AVE	RES	1	1	227.40	227.40
6225-025-010	4131 OLIVE ST	RES	1	1	227.40	227.40
6225-025-011	4127 OLIVE ST	RES	1	1	227.40	227.40
6225-025-012	7735 OTIS AVE	RES	2	2	227.40	454.80
6225-025-013	4125 OLIVE ST	RES	2	2	227.40	454.80
6225-025-016	4116 CLARA ST	RES	2	2	227.40	454.80
6225-025-017	4112 CLARA ST	RES	2	2	227.40	454.80
6225-025-019	4040 CLARA ST	RES	4	4	227.40	909.60
6225-025-020	4034 CLARA ST	RES	2	2	227.40	454.80
6225-025-022	4101 OLIVE ST	RES	3	2	227.40	454.80
6225-025-025	4117 OLIVE ST	RES	4	4	227.40	909.60
6225-025-026	4081 OLIVE ST	RES	1	1	227.40	227.40
6225-025-027	4085 OLIVE ST	RES	1	2	227.40	454.80
6225-025-028	4100 CLARA ST	RES	1	1	227.40	227.40
6225-025-029	4106 CLARA ST	RES	1	1	227.40	227.40
6225-025-031	4136 CLARA ST	RES	1	1	227.40	227.40
6225-025-032	4132 CLARA ST	RES	1	1	227.40	227.40

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6225-025-033	4115 OLIVE ST	RES	3	3	227.40	682.20
6225-027-002	4316 CLARA ST	RES	4	4	227.40	909.60
6225-027-011	7706 OTIS AVE	RES	1	1	227.40	227.40
6225-027-012	7710 OTIS AVE	RES	3	3	227.40	682.20
6225-027-013	7716 OTIS AVE	RES	1	1	227.40	227.40
6225-027-022	7736 OTIS AVE	RES	2	2	227.40	454.80
6225-027-027	7726 OTIS AVE	RES	4	4	227.40	909.60
6225-027-028	7720 OTIS AVE	RES	2	2	227.40	454.80
6225-027-032	4322 CLARA ST	RES	1	1	227.40	227.40
6225-027-033	4322 CLARA ST	RES	1	1	227.40	227.40
6225-027-034	4324 CLARA ST	RES	1	1	227.40	227.40
6225-027-035	4326 CLARA ST	RES	1	1	227.40	227.40
6225-028-004	4438 CLARA ST	RES	1	1	227.40	227.40
6225-028-030	4448 CLARA ST	RES	2	5	227.40	1,137.00
6225-028-031	4452 CLARA ST	RES	4	4	227.40	909.60
6225-028-033	4507 ELIZABETH ST	RES	1	1	227.40	227.40
6225-031-003	4317 ELIZABETH ST	RES	5	5	227.40	1,137.00
6225-031-004	4311 ELIZABETH ST	RES	5	5	227.40	1,137.00
6226-006-006	5307 LIVE OAK ST	RES	3	3	227.40	682.20
6226-006-014	5223 LIVE OAK ST	RES	4	4	227.40	909.60
6226-006-015	5227 LIVE OAK ST	RES	2	2	227.40	454.80
6226-006-019	5209 LIVE OAK ST	RES	3	3	227.40	682.20
6226-006-040	5229 LIVE OAK ST	RES	2	2	227.40	454.80
6226-006-041	7327 LIVE OAK LN	RES	1	1	227.40	227.40
6226-006-042	7317 LIVE OAK LN	RES	1	1	227.40	227.40
6226-006-043	7301 LIVE OAK LN	RES	2	2	227.40	454.80
6226-006-044	7302 LIVE OAK LN	RES	2	2	227.40	454.80
6226-006-045	7312 LIVE OAK LN	RES	1	1	227.40	227.40
6226-006-048	7328 LIVE OAK LN	RES	1	1	227.40	227.40
6226-006-049	7336 LIVE OAK LN	RES	1	1	227.40	227.40
6226-006-050	5241 LIVE OAK ST	RES	1	1	227.40	113.70
6226-006-053	7320 LIVE OAK LN	RES	1	1	227.40	227.40
6226-007-004	5145 LIVE OAK ST	RES	1	1	227.40	227.40
6226-008-001	7305 WILCOX AVE	RES	3	3	227.40	682.20
6226-008-002	7309 WILCOX AVE	RES	2	2	227.40	454.80
6226-008-003	7313 WILCOX AVE	RES	2	2	227.40	454.80
6226-008-004	7317 WILCOX AVE	RES	3	3	227.40	682.20
6226-008-005	7323 WILCOX AVE	RES	4	4	227.40	909.60
6226-008-006	7327 WILCOX AVE	RES	4	4	227.40	909.60
6226-008-009	4937 LIVE OAK ST	RES	4	5	227.40	1,137.00
6226-008-010	4925 LIVE OAK ST	RES	1	1	227.40	227.40
6226-008-012	4911 LIVE OAK ST	RES	2	1	227.40	227.40
6226-008-021	4929 LIVE OAK ST	RES	4	4	227.40	909.60
6226-008-024	4917 LIVE OAK ST	RES	1	1	227.40	227.40
6226-008-027	4855 LIVE OAK ST	RES	5	5	227.40	1,137.00
6226-008-029	4833 LIVE OAK ST	RES	10	5	227.40	1,137.00
6226-009-002	4819 LIVE OAK ST	RES	2	2	227.40	454.80
6226-009-003	4813 LIVE OAK ST	RES	7	3	227.40	682.20
6226-009-005	4755 LIVE OAK ST	RES	3	2	227.40	454.80
6226-009-006	4743 LIVE OAK ST	RES	5	5	227.40	1,137.00
6226-009-007	4739 LIVE OAK ST	RES	8	5	227.40	1,137.00
6226-009-008	4733 LIVE OAK ST	RES	4	4	227.40	909.60
6226-009-009	4729 LIVE OAK ST	RES	5	5	227.40	1,137.00
6226-009-010	4723 LIVE OAK ST	RES	1	1	227.40	227.40
6226-010-006	4617 LIVE OAK ST	RES	2	2	227.40	454.80

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6226-010-007	4615 LIVE OAK ST	RES	7	5	227.40	1,137.00
6226-010-015	4551 LIVE OAK ST	RES	1	1	227.40	227.40
6226-010-016	4543 LIVE OAK ST	RES	4	4	227.40	909.60
6226-012-005	4522 LIVE OAK ST	RES	3	3	227.40	682.20
6226-012-006	4528 LIVE OAK ST	RES	3	3	227.40	682.20
6226-012-011	4534 LIVE OAK ST	RES	1	1	227.40	227.40
6226-012-012	4540 LIVE OAK ST	RES	1	1	227.40	227.40
6226-012-015	4550 LIVE OAK ST	RES	2	2	227.40	454.80
6226-013-002	4610 LIVE OAK ST	RES	4	5	227.40	1,137.00
6226-013-003	4620 LIVE OAK ST	RES	5	5	227.40	1,137.00
6226-013-004	4626 LIVE OAK ST	RES	6	5	227.40	1,137.00
6226-013-010	4718 LIVE OAK ST	RES	5	5	227.40	1,137.00
6226-013-011	4722 LIVE OAK ST	RES	4	4	227.40	909.60
6226-013-012	4728 LIVE OAK ST	RES	3	3	227.40	682.20
6226-013-014	4738 LIVE OAK ST	RES	1	1	227.40	227.40
6226-013-016	4748 LIVE OAK ST	RES	4	4	227.40	909.60
6226-013-017	4800 LIVE OAK ST	RES	2	2	227.40	454.80
6226-013-018	4804 LIVE OAK ST	RES	5	5	227.40	1,137.00
6226-013-022	4608 LIVE OAK ST	RES	3	3	227.40	682.20
6226-014-006	4842 LIVE OAK ST	RES	4	4	227.40	909.60
6226-014-011	4906 LIVE OAK ST	RES	3	1	227.40	227.40
6226-014-012	4910 LIVE OAK ST	RES	3	3	227.40	682.20
6226-014-015	4936 LIVE OAK ST	RES	5	5	227.40	1,137.00
6226-014-016	4940 LIVE OAK ST	RES	1	1	227.40	227.40
6226-014-017	4944 LIVE OAK ST	RES	1	1	227.40	227.40
6226-014-018	4948 LIVE OAK ST	RES	1	1	227.40	227.40
6226-014-019	4958 LIVE OAK ST	RES	1	1	227.40	227.40
6226-014-020	7507 WILCOX AVE	RES	1	1	227.40	227.40
6226-014-021	7517 WILCOX AVE	RES	3	3	227.40	682.20
6226-014-022	7521 WILCOX AVE	RES	1	1	227.40	227.40
6226-014-023	7527 WILCOX AVE	RES	3	3	227.40	682.20
6226-014-025	7531 WILCOX AVE	RES	3	3	227.40	682.20
6226-014-026	7535 WILCOX AVE	RES	2	2	227.40	454.80
6226-014-030	4830 LIVE OAK ST	RES	1	1	227.40	227.40
6226-014-031	4812 LIVE OAK ST	RES	1	1	227.40	227.40
6226-015-001	7500 WILCOX AVE	RES	2	2	227.40	454.80
6226-015-002	7506 WILCOX AVE	RES	1	1	227.40	227.40
6226-015-004	7526 WILCOX AVE	RES	1	1	227.40	227.40
6226-015-006	5012 LIVE OAK ST	RES	1	2	227.40	454.80
6226-015-007	5016 LIVE OAK ST	RES	1	1	227.40	227.40
6226-015-008	7512 WILCOX AVE	RES	3	3	227.40	682.20
6226-015-012	7532 WILCOX AVE	RES	1	1	227.40	227.40
6226-015-013	5011 HARTLE AVE	RES	1	1	227.40	227.40
6226-015-014	5015 HARTLE AVE	RES	2	2	227.40	454.80
6226-015-015	7520 WILCOX AVE	RES	2	2	227.40	454.80
6226-016-002	5026 LIVE OAK ST	RES	4	4	227.40	909.60
6226-016-003	5030 LIVE OAK ST	RES	4	4	227.40	909.60
6226-016-004	5038 LIVE OAK ST	RES	5	5	227.40	1,137.00
6226-016-010	5112 LIVE OAK ST	RES	3	3	227.40	682.20
6226-016-019	5018 LIVE OAK ST	RES	2	2	227.40	454.80
6226-016-020	5020 HARTLE AVE	RES	2	2	227.40	454.80
6226-016-025	5162 LIVE OAK ST	RES	1	1	227.40	227.40
6226-016-026	5162 LIVE OAK ST	RES	1	1	227.40	227.40
6226-016-027	5160 LIVE OAK ST	RES	1	1	227.40	227.40
6226-016-028	5160 LIVE OAK ST	RES	1	1	227.40	227.40

**City of Cudahy
Rubbish Collection Charge
Fiscal Year 2015/16**

ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY15/16 CHARGE (\$)
6226-016-029	5152 LIVE OAK ST	RES	1	1	227.40	227.40
6226-016-030	5154 LIVE OAK ST	RES	1	1	227.40	227.40
6226-016-031	5156 LIVE OAK ST	RES	1	1	227.40	227.40
6226-016-032	5158 LIVE OAK ST	RES	1	1	227.40	227.40
6226-017-003	5210 LIVE OAK ST	RES	6	5	227.40	1,137.00
6226-017-007	5240 LIVE OAK ST	RES	3	3	227.40	682.20
6226-017-008	5244 LIVE OAK ST	RES	1	1	227.40	113.70
6226-017-018	5312 LIVE OAK ST	RES	3	1	227.40	227.40
6226-017-020	5234 LIVE OAK ST	RES	1	1	227.40	227.40
6226-017-021	5236 LIVE OAK ST	RES	2	2	227.40	454.80
6226-017-022	5238 LIVE OAK ST	RES	1	1	227.40	227.40
6226-017-028	5248 LIVE OAK ST	RES	5	5	227.40	1,137.00
6226-018-002	5323 CLARA ST	RES	1	1	227.40	227.40
6226-018-004	5315 CLARA ST	RES	2	2	227.40	454.80
6226-018-005	5305 CLARA ST	RES	1	2	227.40	454.80
6226-018-006	5301 CLARA ST	RES	4	4	227.40	909.60
6226-018-012	5239 CLARA ST	RES	6	5	227.40	1,137.00
6226-018-018	5231 CLARA ST	RES	1	1	227.40	227.40
6226-018-019	5231 CLARA ST	RES	1	1	227.40	227.40
6226-018-022	5229 CLARA ST	RES	1	1	227.40	227.40
6226-018-023	5221 CLARA ST	RES	1	1	227.40	227.40
6226-018-024	5231 CLARA ST	RES	1	1	227.40	227.40
6226-018-026	5317 CLARA ST	RES	3	3	227.40	682.20
6226-018-040	5253 CLARA ST	RES	8	5	227.40	1,137.00
6226-018-041	5251 CLARA ST	RES	14	14	227.40	3,183.60
6226-019-002	5155 CLARA ST	RES	2	4	227.40	909.60
6226-019-004	5139 CLARA ST	RES	2	2	227.40	454.80
6226-019-005	5131 CLARA ST	RES	3	3	227.40	682.20
6226-019-009	5119 CLARA ST	RES	5	5	227.40	1,137.00
6226-019-010	5111 CLARA ST	RES	2	2	227.40	454.80
6226-019-011	5105 CLARA ST	RES	5	5	227.40	1,137.00
6226-019-012	5103 CLARA ST	RES	4	4	227.40	909.60
6226-019-013	5045 CLARA ST # A	RES	3	3	227.40	682.20
6226-019-014	5041 CLARA ST	RES	5	5	227.40	1,137.00
6226-019-015	5037 CLARA ST	RES	4	4	227.40	909.60
6226-019-019	5017 CLARA ST	RES	1	1	227.40	227.40
6226-019-027	5129 CLARA ST	RES	5	5	227.40	1,137.00
6226-019-029	7602 WILCOX AVE	RES	4	4	227.40	909.60
6226-019-030	5033 CLARA ST	RES	5	5	227.40	1,137.00
6226-020-001	7601 WILCOX AVE	RES	1	1	227.40	227.40
6226-020-012	4923 CLARA ST	RES	2	2	227.40	454.80
6226-020-013	4927 CLARA ST	RES	4	5	227.40	1,137.00
6226-020-014	4925 CLARA ST	RES	4	4	227.40	909.60
6226-020-015	4911 CLARA ST	RES	1	1	227.40	227.40
6226-020-020	4851 CLARA ST	RES	1	1	227.40	227.40
6226-020-028	7605 WILCOX AVE	RES	4	4	227.40	909.60
6226-020-029	7613 WILCOX AVE	RES	2	2	227.40	454.80
6226-020-035	7615 WILCOX AVE	RES	1	2	227.40	454.80
6226-020-036	4743 CLARA ST	RES	5	5	227.40	1,137.00
6226-021-008	4729 CLARA ST	RES	2	2	227.40	454.80
6226-022-001	4619 CLARA ST	RES	1	1	227.40	227.40
6226-022-002	4613 CLARA ST	RES	2	2	227.40	454.80
6226-024-003	4654 CLARA ST	RES	2	1	227.40	227.40
6226-025-006	4850 CLARA ST	RES	3	3	227.40	682.20
6226-025-007	4858 CLARA ST	RES	4	4	227.40	909.60

**City of Cudahy
Rubbish Collection Charge
Fiscal Year 2015/16**

ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY15/16 CHARGE (\$)
6226-025-010	4918 CLARA ST	RES	5	5	227.40	1,137.00
6226-025-011	4924 CLARA ST	RES	4	1	227.40	227.40
6226-025-015	4942 CLARA ST	RES	2	2	227.40	454.80
6226-025-019	7735 WILCOX AVE	RES	2	2	227.40	454.80
6226-025-021	7729 WILCOX AVE	RES	2	2	227.40	454.80
6226-025-023	7715 WILCOX AVE	RES	3	3	227.40	682.20
6226-025-025	7727 WILCOX AVE	RES	1	1	227.40	227.40
6226-025-026	7723 WILCOX AVE	RES	1	1	227.40	227.40
6226-026-003	7722 WILCOX AVE	RES	2	2	227.40	454.80
6226-026-008	5040 CLARA ST	RES	5	5	227.40	1,137.00
6226-026-015	5122 CLARA ST	RES	4	4	227.40	909.60
6226-026-018	5128 CLARA ST	RES	2	1	227.40	227.40
6226-026-026	7726 WILCOX AVE	RES	1	1	227.40	227.40
6226-026-044	5018 CLARA ST	RES	1	1	227.40	227.40
6226-026-045	5016 CLARA ST	RES	1	1	227.40	227.40
6226-026-046	5016 CLARA ST	RES	1	1	227.40	227.40
6226-026-047	5026 CLARA ST	RES	1	1	227.40	227.40
6226-026-048	5024 CLARA ST	RES	1	1	227.40	227.40
6226-026-049	5024 CLARA ST	RES	1	1	227.40	227.40
6226-026-050	5022 CLARA ST	RES	1	1	227.40	227.40
6226-026-051	5020 CLARA ST	RES	1	1	227.40	227.40
6226-026-052	5020 CLARA ST	RES	1	1	227.40	227.40
6226-026-053	5018 CLARA ST	RES	1	1	227.40	227.40
6226-027-003	5152 CLARA ST	RES	2	3	227.40	682.20
6226-027-008	5224 CLARA ST	RES	5	5	227.40	1,137.00
6226-027-009	5234 CLARA ST	RES	4	4	227.40	909.60
6226-027-010	5244 CLARA ST	RES	2	2	227.40	454.80
6226-027-011	5254 CLARA ST	RES	4	1	227.40	227.40
6226-027-012	5302 CLARA ST	RES	1	1	227.40	227.40
6226-027-013	5306 CLARA ST	RES	2	2	227.40	454.80
6226-027-030	5160 CLARA ST	RES	1	1	227.40	227.40
6226-027-036	7722 WALKER AVE	RES	4	4	227.40	909.60
6226-027-037	7726 WALKER AVE	RES	4	4	227.40	909.60
6226-027-038	7732 WALKER AVE	RES	4	4	227.40	909.60
6226-027-040	7717 WALKER AVE	RES	4	4	227.40	909.60
6226-027-041	7713 WALKER AVE	RES	4	4	227.40	909.60
6226-027-042	7701 WALKER AVE	RES	4	4	227.40	909.60
6226-027-043	7735 WALKER AVE	RES	4	4	227.40	909.60
6226-027-044	7731 WALKER AVE	RES	4	4	227.40	909.60
6226-027-045	7727 WALKER AVE	RES	4	4	227.40	909.60
6226-027-046	7723 WALKER AVE	RES	4	4	227.40	909.60
6226-027-049	7700 WALKER AVE	RES	4	4	227.40	909.60
6226-027-051	5218 CLARA ST	RES	4	4	227.40	909.60
6226-027-052	7712 WALKER AVE	RES	4	4	227.40	909.60
6226-027-054	5142 CLARA ST	RES	5	5	227.40	1,137.00
6226-028-004	5307 ELIZABETH ST	RES	4	4	227.40	909.60
6226-028-011	5217 ELIZABETH ST	RES	4	4	227.40	909.60
6226-028-012	5213 ELIZABETH ST	RES	1	1	227.40	227.40
6226-028-015	5161 ELIZABETH ST	RES	5	5	227.40	1,137.00
6226-028-016	5153 ELIZABETH ST	RES	4	4	227.40	909.60
6226-028-017	5151 ELIZABETH ST	RES	4	4	227.40	909.60
6226-029-001	5129 ELIZABETH ST	RES	5	5	227.40	1,137.00
6226-029-002	5131 ELIZABETH ST	RES	6	5	227.40	1,137.00
6226-029-008	5035 ELIZABETH ST	RES	1	1	227.40	227.40
6226-029-011	5049 ELIZABETH ST	RES	2	2	227.40	454.80

**City of Cudahy
Rubbish Collection Charge
Fiscal Year 2015/16**

ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY15/16 CHARGE (\$)
6226-030-001	7810 WILCOX AVE	RES	1	2	227.40	454.80
6226-030-002	7816 WILCOX AVE	RES	1	1	227.40	227.40
6226-030-003	7822 WILCOX AVE	RES	2	2	227.40	341.10
6226-030-004	7830 WILCOX AVE	RES	1	1	227.40	227.40
6226-030-005	7836 WILCOX AVE	RES	1	1	227.40	227.40
6226-030-011	5025 ELIZABETH ST	RES	1	1	227.40	227.40
6226-031-001	7803 WILCOX AVE	RES	2	2	227.40	454.80
6226-031-003	7815 WILCOX AVE	RES	3	3	227.40	682.20
6226-031-004	7825 WILCOX AVE	RES	1	1	227.40	227.40
6226-031-005	4957 ELIZABETH ST	RES	2	2	227.40	454.80
6226-031-006	4947 ELIZABETH ST	RES	3	3	227.40	682.20
6226-031-007	4943 ELIZABETH ST	RES	4	4	227.40	909.60
6226-031-008	4937 ELIZABETH ST	RES	6	5	227.40	1,137.00
6226-031-009	4931 ELIZABETH ST	RES	3	3	227.40	682.20
6226-031-035	4911 ELIZABETH ST	RES	1	1	227.40	227.40
6226-032-008	4631 ELIZABETH ST	RES	2	2	227.40	454.80
TOTAL			2,256	2,102		477,881.10
PARCEL ASSESSED						1,006



Item Number 11A

STAFF REPORT

Date: June 8, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Michael Allen, Acting Community Development Director
Subject: **Review of Resolution No. 14-77, City-wide Overnight Pilot Parking Program**

RECOMMENDATION

The City Council is requested to:

1. Review the results of the City-wide Overnight Pilot Parking Program approved by Resolution No. 14-77; and
2. Provide direction on program modifications, continued implementation, and next steps:
 - a. Modified/simplified eligibility qualifications;
 - b. Extension of program to June 30, 2016; and
 - c. Terminate pilot program.

BACKGROUND

1. On November 4, 2014, Council meeting gave unanimous direction to prepare a resolution to develop a pilot program which would allow overnight parking through a parking permit and related requirements to qualify, in order to address the influx of overall parking demand due to limited parking for older single-family, multi-family, and mobile home parks.
2. At the November 25, 2014, Council meeting, Resolution No. 14-77 was approved adopting a City-Wide Pilot Program for Overnight On-Street Parking.
3. On December 16, 2014, Council awarded a Professional Services Agreement Contract

Amendment to Data Ticket, Inc. for permit fulfillment for the development and administration of an online permit application for the City's overnight parking program.

4. On January 1, 2015, the City-wide Overnight Pilot Parking Program was initiated.
5. On June 31, 2015, the City-wide Overnight Pilot Parking Program will terminate.

ANALYSIS

In the last six months of the pilot program's implementation between 200-300 residents inquired regarding the qualifications of the overnight parking program but only 21 residents received permits. The majority of those who inquired were deterred due to the program's restrictive requirements. Residents were often unable to produce matching vehicle registration, lease agreements, and licenses.

As part of the Enabling Just and Sustainable Growth Grant funded by the Strategic Growth Council, City staff is collaborating with the University of California, Los Angeles in the preparation and development of the regulatory structure for new development. At the close of this study and project, an ordinance will be proposed to address the overnight parking program accompanied by a nexus study to determine an appropriate cost recover fee. The proposed ordinance will be developed through a series of workshops, travel demand studies, traffic studies, land use studies, and nexus fee studies. The ordinance is anticipated to be developed and presented to the City Council by May 2016.

CONCLUSION

If the City Council concurs, staff proposes that the City extend Resolution No. 14-77 to continue the pilot program for one-year to enable the development and approval of a new comprehensive ordinance to address permitted overnight parking. Alternatively, if the proposed resolution is not extended, overnight parking permits will continue to be issued according to CMC 10.04.040(2).

The cost of implementation will be recovered through the permit fees collected in fulfilling permits. The initial cost is \$12,000 annually for the online application and implementation. Additionally, Data Ticket, Inc. will charge \$5 for each permit fulfillment. Additional costs will include approximately \$3,000 - \$5,000 for sticker permits, \$3.50 per transaction for the banking fees, \$5 per issued refund, and \$30 per credit card charge back.

The cost for a permit is \$1 per day, resulting in a cost of \$129 for six-month blocks of the pilot program per permit. Each permit will only be sold for the length of the pilot program or prorated for remaining time in the pilot program.

FINANCIAL IMPACT

In order for the program to be self-sustainable the City will need to sell a total of over 100 permits for overnight parking (for the entire six-months). Please reference the Financial Impact Chart at the end of Attachment A.

ATTACHMENTS

- A. Existing Overnight Policy Analysis and Financial Impact Chart
- B. Resolution No. 14-77

Attachment A

Existing Overnight Policy Analysis and Financial Impact Chart

Existing Overnight Policy Analysis and Financial Impact Chart

The City currently has designated on-street parking areas throughout the City with parking restrictions in order to manage parking availability, ensure visibility during the evening and dusk hours, and allow for overnight street sweeping. As stated in the Cudahy Municipal Code (CMC), notwithstanding the provisions of CMC 10.04.010, the operator of any vehicle shall not park such vehicle on any highway, street, alley, or public way or public place between 3:00 a.m. and 6:00 a.m. on any day, except as otherwise provided in CMC 10.04.040.

Additionally, an overnight parking permit process exists as stipulated in CMC 10.04.040(2), which states that the prohibitions shall not apply to any vehicle which has attached thereto an all-night parking permit validly issued by the sheriff or director of building and public services. Such permits shall be issued only in the case of genuine emergencies. All-night parking permits shall be issued for a period not to exceed 24 hours; provided, however, upon application therefore, such permits may be extended an additional 24 hours. No more than three such extensions shall be granted.

Due to compacted and dense single-family and multi-family properties city-wide and a lack of available off-street parking, on-street parking and overnight parking are necessary in order to accommodate past and foreseeable increase in parking demand. However, overnight parking should still adhere to parking regulations which limit or restrict parking in red curb zones, green curb zones, yellow curb zones, and regulate stopping, standing, or other parking markings (i.e., handicapped marked stalls).

In order to address the excess demand, Council approved the overnight pilot parking permit program from January 1, 2015 to June 30, 2015. The pilot program includes a series of requirements in order to qualify as well as parameters to regulate allocation and enforcement. The following summarizes requirements and regulations as proposed by City Council at the November 4, 2014 City Council meeting, as well as items proposed by City staff:

A. Administration of the Pilot Program

1. City residents may request a permit for overnight vehicle parking, in accordance with the Pilot Program, be issued for a specific vehicle and dwelling unit. The vehicle registration and the applicant's driver's license must reflect the same name and address.
2. The Public Safety Department shall prescribe forms requesting any information and documentation pertinent to the eligibility requirements, including, without limitation, vehicle registration, driver's license, renter's agreement, and condominium documents. False information on a permit application will subject the permit to immediate revocation.
3. The City may conduct an inspection to verify parking conditions and application information prior to issuing a parking permit.

B. Eligibility

One semi-annual parking permit shall be issued per dwelling unit when the following conditions apply:

- When a multi-family apartment or dwelling unit has two registered vehicles, and only one parking space is provided.
- When a single-family home has four registered vehicles.
- When a condominium has three registered vehicles.
- Dwelling units with a two-car garage and at least one additional designated parking space must have at least five registered vehicles to qualify.

One additional semi-annual parking permit shall be issued per dwelling unit when the following conditions apply:

- When a single-family home has six registered vehicles and five licensed drivers.
- When a condominium has four registered vehicles and licensed drivers.
- Dwelling units with a two-car garage and at least one additional designated parking space must have at least seven registered vehicles and six licensed drivers.

C. General Conditions

- Overnight parking permits sold after July 1, 2015 will be prorated for the remainder of the time left in the Pilot Program.
- Temporary permits within the Pilot Program will not be issued.
- At the end of the Pilot Program, permit holders must reapply if and when a permanent overnight parking program is developed.
- Overnight parking permits will not be issued for parking of motor homes, recreational vehicles, or any commercial vehicles. This includes vehicles with signs, logos, racks, or ladders.
- All permitted vehicles must be parked in front of the registered dwelling unit.
- Handicap or Disabled Person (DP) Parking Placard or license plate do not exempt or preclude the requirement to obtain an overnight parking permit.
- Parking permits shall be displayed and visible in the outside upper left-hand corner of the rear car window.
- Non-operational vehicles will not be issued an overnight parking permit.
- Overnight parking will not be allowed during street sweeping on Monday mornings from 3:00 a.m. - 6:00 a.m. and Thursday mornings from 3:00 a.m. - 6:00 a.m.
- Vehicles shall not park in the same location in excess of 72 hours.
- Vehicles that have unpaid parking citations will not be issued overnight parking permits.

D. Holiday Parking

Overnight parking enforcement shall be suspended during the period of the Pilot Program in connection with the following National holidays:

- New Year’s Day – December 31 and January 1
- Martin Luther King Day – 3rd Monday in January
- Presidents Day – 3rd Monday in February
- Memorial Day – Last Monday in May

Financial Impact Chart

The chart below illustrates the number of permits that need to be fulfilled in order to sustain program implementation:

Total Cost of Program for one year	Service and Processing Fee to City per permit purchase	Cost of Permit for 129 days (\$1 per day) 6 month pilot program	Total Permits Necessary to Sustain Program
\$12,000	\$8.50	\$129	100

Total Cost of Program for one year	\$12,000
Service and Processing Fee to City per permit purchase	\$8.50
Cost of Permit for 129 days (\$1 per day) 6 month pilot program	\$129
Total Permits Necessary to Sustain Program	100
Example:	
Program Cost x Service Fee for 100 permits (<i>expenditure</i>)	\$12,850
100 Permits x Cost of Permit \$129 (<i>revenue</i>)	\$12,900

Attachment B

Resolution No. 14-77

RESOLUTION NO. 14-77

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CUDAHY ADOPTING A PILOT PROGRAM
FOR OVERNIGHT STREET PARKING.**

WHEREAS, the City of Cudahy through its Municipal Code regulates vehicle parking, traffic circulation, and the transportation network to protect the public safety and general welfare.

WHEREAS, the City of Cudahy restricts on-street parking throughout the City in order to manage parking availability; and

WHEREAS, Section 10.04.040 of the City of Cudahy Municipal Code currently prohibits vehicle parking on any highway, street, alley, or public way or public place between 3:00 a.m. and 6:00 p.m. on any day, except when a permit is issued in the case of genuine emergency; and

WHEREAS, Section 10.08.060 of the City of Cudahy Municipal Code authorizes the establishment of parking penalties by ordinance or resolution of the city council; and

WHEREAS, due to compacted and dense multi-family properties city-wide and insufficient off-street parking, it is necessary to accommodate increased demand for parking throughout the City; and

WHEREAS, a pilot program will be beneficial to determine the effectiveness and feasibility of a permanent overnight parking permit.

NOW THEREFORE, THE CITY OF CUDAHY CITY COUNCIL DOES RESOLVE AS FOLLOWS:

SECTION 1. The Overnight Parking Permit Pilot Program ("Pilot Program") is hereby established, effective from January 1, 2015 to June 30, 2015, as follows:

- A. Administration of the Pilot Program.
1. City residents may request that a permit for overnight vehicle parking in accordance with the Pilot Program be issued for a specific vehicle and dwelling unit. The vehicle registration and the applicant's driver's license must reflect the same name and address.
 2. The Public Safety Department shall prescribe forms requesting any information and documentation pertinent to the eligibility requirements, including, without limitation, vehicle registration, driver's license, renter's agreement, and condominium documents. False information on a permit application will subject the permit to immediate revocation.
 3. The City may conduct an inspection to verify parking conditions and application information prior to issuing a parking permit.
- B. Eligibility.

One (1) semi-annual parking permit shall be issued per dwelling unit when the following conditions apply:

- When a multi-family apartment or dwelling unit has two (2) registered vehicles, and only one parking space is provided.
- When a single-family home has four (4) registered vehicles.
- When a condominium has three (3) registered vehicles.
- Dwelling units with a two-car garage and at least one additional designated parking space must have at least five (5) registered vehicles to qualify.

One (1) additional semi-annual parking permit shall be issued per dwelling unit when the following conditions apply:

- When a single-family home has six (6) registered vehicles and five (5) licensed drivers.
- When a condominium has four (4) registered vehicles and (3) licensed drivers.
- Dwelling units with a two-car garage and at least one additional designated parking space must have at least seven (7) registered vehicles and six (6) licensed drivers.

C. General Conditions.

- The fee for an overnight parking permit totals \$129.00 (\$1/day excluding holidays referenced in subsection "D" and street sweeping twice a week).
- Overnight parking permits sold after January 1, 2015 will be prorated for the remainder of the time left in the Pilot Program.
- Temporary permits within the Pilot Program will not be issued.
- At the end of the Pilot Program, permit holders must reapply if and when a permanent overnight parking program is developed.
- Overnight parking permits will not be issued for parking of motor homes, recreational vehicles, or any commercial vehicles. This includes vehicles with signs, logos, racks, or ladders.
- All permitted vehicles must be parked in front of the registered dwelling unit.
- Handicap or Disabled Person (DP) Parking Placard or license plate do not exempt or preclude the requirement to obtain an overnight parking permit.
- Parking permits shall be displayed and visible in the outside upper left-hand corner of the rear car window.
- Non-operational vehicles will not be issued an overnight parking permit.
- Overnight parking will not be allowed during street sweeping on Monday mornings from 3:00am-6:00am and Thursday mornings from 3:00am-6:00am.
- Vehicles shall not park in the same location in excess of 72 hours.
- Vehicles that have unpaid parking citations will not be issued overnight parking permits.

D. Holiday Parking.

Overnight parking enforcement shall be suspended during the period of the Pilot Program in connection with the following National holidays:

- New Year's Day – December 31 and January 1
- Martin Luther King Day – 3rd Monday in January
- Presidents Day – 3rd Monday in February
- Memorial Day – Last Monday in May

SECTION 2. This Resolution shall only temporary suspend the provisions of Chapter 10.04 of the Municipal Code only with respect to the matters described herein. All other parking

regulations shall remain in full force and effect, including but not limited to: colored curb markings, no stopping, standing or parking, handicapped parking areas, street sweeping, etc.

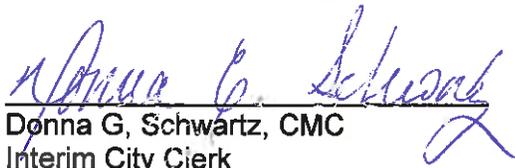
SECTION 3. The regulations set forth herein are exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Section 15301(c), because they involve the operation of existing facilities.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its special meeting on this 25th day of November, 2014.



Chris Garcia, Mayor

ATTEST:



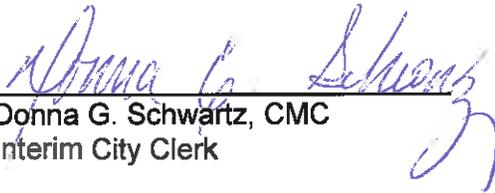
Donna G. Schwartz, CMC
Interim City Clerk

CERTIFICATION

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

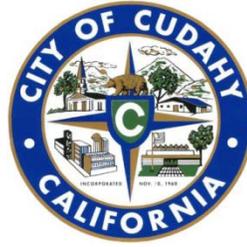
I, Donna G. Schwartz, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 14-77, was passed and adopted by the City Council of the City of Cudahy at a special meeting held on the 25th day of November, 2014 by the following vote, to-wit:

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



Donna G. Schwartz, CMC
Interim City Clerk





Item Number 11B

STAFF REPORT

Date: June 8, 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 Introducing Ordinance No. 649 by First Reading Amending Cudahy Municipal Code Chapter 3.16 Pertaining to the City's Purchasing and Sale of Services, Supplies, and Equipment**

RECOMMENDATION

The City Council is requested to move to introduce Ordinance No. 649 by First Reading, amending Cudahy Municipal Code Chapter 3.16 pertaining to purchasing and sale of services, supplies, and equipment.

BACKGROUND

1. On July 13, 1993, the Council adopted Ordinance No. 476, pertaining to purchasing and sale of services, supplies and equipment.
2. On October 15, 2013, the Council adopted Ordinance No. 626, amending Cudahy Municipal Code Section 3.16.100 of Chapter 3.16 (PURCHASE AND SALE OF SUPPLIES AND EQUIPMENT) to adjust the purchasing authority of the City Manager from \$10,000 to \$5,000.
3. On May 07, 2015, the City Attorney's Office reviewed and revised the City's Municipal Code purchasing system based on state law.

ANALYSIS

The changes made to Chapter 3.16 will allow the City to follow a cooperative purchasing model, which allows a group of buyers with a common interest to pool their buying power in order to negotiate more favorable pricing on goods and services through agreements.

This change will give staff more flexibility when a federal, state or local government has already gone through a formal competitive bidding process; which translates into streamlining our City operations; makes timely purchasing; and saves staff time associated with the RFP (Request for Proposal) process.

The increase of the Purchasing Officer's authority was changed to an amount that allows more flexibility while still making sure that large purchases are approved by the Council consistent with the City Budget appropriations. The ordinance will increase the purchasing power to \$50,000 while requiring that the purchases be added to the budget before approval. The bidding threshold for public contracts is set by the Public Contract Code Section 20100-20103.7 and does not apply to the purchasing ordinance.

The City will add a local vendor preference program in the procurement of supplies and equipment. Local vendors will be given preference based on qualifications.

CONCLUSION

If the Ordinance is approved, it will give the City more flexibility while making sure that the City follows applicable laws and will move City business forward faster in its procurement of goods and services.

If the Council denies the Ordinance, it will continue with the current process to bid and consequently prolong projects, savings and buying efficiencies.

FINANCIAL IMPACT

Staff does not anticipate a financial impact.

ATTACHMENTS

- A. Proposed Ordinance No. 649

ORDINANCE NO. 649

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, AMENDING CHAPTER 3.16 (PURCHASE AND SALE OF SERVICES, SUPPLIES AND EQUIPMENT) OF TITLE 3 (REVENUE AND FINANCE) OF THE CUDAHY MUNICIPAL CODE RELATING TO THE CITY'S PURCHASING SYSTEM

WHEREAS, pursuant to Government Code section 54201 through 54203, a city must adopt, by ordinance, policies and procedures, including bidding regulations, governing purchases of supplies and equipment by the city; and

WHEREAS, the City of Cudahy ("City") has adopted and codified such policies and procedures in Chapter 3.16 of the Cudahy Municipal Code ("CMC"); and

WHEREAS, the City desires to amend its current policies and procedures governing the purchase of supplies, equipment and services ("Purchasing System") in order to negotiate more favorable pricing on goods and services, increase the City's flexibility in making purchases, and increase purchasing power while still maintaining the City's budget; and

WHEREAS, the City therefore wishes to amend Chapter 3.16 of the CMC to codify the amended Purchasing System.

THE CITY COUNCIL OF THE CITY OF CUDAHY DOES ORDAIN AS FOLLOWS:

Section 1. Code Amendment. Chapter 3.16 of Title 3 of the Cudahy Municipal Code is hereby deleted in its entirety.

Section 2. Code Amendment. Chapter 3.16 of Title 3 of the Cudahy Municipal Code is hereby added to read as follows:

**Chapter 3.16
PURCHASING SYSTEM**

3.16.010 Adoption of Purchasing System

In order to establish efficient procedures for the purchase of supplies, services and equipment, to secure for the city supplies, services and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases, a purchasing system is hereby adopted. All purchases or services or supplies for "public projects" as defined in section 20161 of the Public Contract Code (or any successor to that section) shall be made in accordance with the

Public Contract Code and with sections 3.16.180 and 3.16.220 below, as applicable, of this chapter. All other purchases of supplies, services and equipment shall be made in accordance with this chapter.

3.16.020 Local purchasing system.

In accordance with the provision of Sections 54201 through 54203 of the Government Code of the state of California, the policies and procedures herein contained, as well as the policies and procedures adopted by subsequent rules and resolutions have been adopted. The authority for purchase of supplies and equipment is vested in a purchasing officer and the procedures and policies herein contained as well as in supplemental rules and resolutions shall hereafter be followed in respect to the purchase of supplies and equipment, unless the provision of CMC 3.16.110 should apply.

3.16.030 Purchasing Officer

The city manager, or his designated deputy, shall serve as the purchasing officer. The purchasing officer shall have authority to:

- A. Purchase or contract for supplies, service and equipment required by any using department in accordance with purchasing procedures prescribed by this chapter, such administrative regulations as the purchasing officer shall adopt for the internal management and operation of the purchasing department and such other rules and regulations as shall be prescribed by the city council;
- B. Negotiate and recommend execution of contracts for the purchase of supplies, services and equipment;
- C. Act to procure for the city the needed quality in supplies, services and equipment at least expense to the city;
- D. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases;
- E. Prepare and recommend to the city council rules governing the purchase of supplies, services and equipment for the city;
- F. Prepare and recommend to the city council revisions and amendments to the purchasing rules;
- G. Keep informed of current developments in the field of purchasing, prices, market conditions and new products;
- H. Prescribe and maintain such forms as reasonably necessary to the operation of this chapter and other rules and regulations;

- I. Supervise the inspection of all supplies, services and equipment purchased to ensure conformance with specifications;
- J. Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any department or which have become unsuitable city use; and
- K. Maintain a bidder's list, vendor's catalog file and records needed for the efficient operation of the purchasing department.

3.16.040 Estimates of Requirements

All departments using the purchasing department shall file detailed estimates of their requirements in supplies, service and equipment in such manner, at such time, and for such future periods as the purchasing officer shall prescribe.

3.16.050 Encumbrance of Funds

Except in cases of emergency, the purchasing officer shall not issue any purchase order for supplies, services or equipment unless there exists an unencumbered appropriation in the fund account against which said purchase is to be charged.

3.16.060 Requisitions

Using departments shall submit requests for supplies, services and equipment to the purchasing officer by standard requisition forms.

3.16.070 Purchase Orders

Purchases of supplies, services and equipment shall be made only by purchase requisition, purchase order, or, where appropriate, by formal written contract.

3.16.080 Change Orders

A. Any alteration to, amendment of, or deviation from an awarded purchase order or contract as to scope, cost, time for completion, material, or equipment furnished as a part of the purchase order or contract, or any alteration to, amendment of, or deviation from the nature of work to be performed, shall require the completion and issuance of a change order or execution of a contract amendment.

B. Additions to work cannot be combined with deletions to work to avoid the change order requirement.

C. If the original purchase order or contract was approved by the purchasing officer, then the purchasing officer or his or her designee may approve a change

order for that purchase order or contract; provided the combined amount of the original purchase order and the change order does not exceed the purchasing officer's purchasing authority. If the original purchase order or contract was approved by the council, then the purchasing officer or his or her designee may approve a change order in an amount that does not exceed the purchasing officer's purchasing authority. All other change orders shall be approved by the council or the person, if any, designated in a contract approved by the council. No change order shall be binding on the city until approved as provided in this division.

D. If a proposed contract modification, change order or request for extra work exceeds the limitations set upon the city manager by this section or resolution and delay in obtaining city council approval is reasonably determined to subject the city to liability for damages incurred by a contractor, or to jeopardize the public health, welfare, or safety, or to otherwise result in potential detriment to the city, then the purchasing officer shall have authority to exceed the dollar amounts specified in the purchasing policy/municipal code. All contract modifications shall be subject to approval as to form by the city attorney.

E. Change orders shall not be issued unless:

1. The change order arises in good faith out of an unknown condition or unforeseen circumstance differing materially from the conditions of the purchase order or contract; or the change order arises due to an error, as determined by the city, in the city's specifications that accompanied the bid solicitation; or the city desires to make a material substitution or addition to the project based on new information obtained during the construction phase of the project; and

2. The change order does not change the purpose of the purchase order or contract; and

3. With regard to a service contract or a contract for Public Project performance, the change order is reasonably related to the scope of work authorized under the original contract; and

4. With regard to the purchase of equipment, goods or supplies, the change order is required to allow the equipment, goods or supplies to fulfill the purpose for which they were intended, and such change order does not authorize the purchase of additional equipment, goods or supplies that could also be purchased from another source and used compatibly with the equipment, goods or supplies purchased.

3.16.090 [Reserved]

3.16.100 Cooperative Purchasing Agreements

- A. Without complying with the requirements of sections 3.16.120 and 3.16.130 of this chapter, the purchasing officer may participate in a cooperative purchasing agreement for the procurement of any supplies or equipment with any federal, state, county or local government agency when that agency has made their purchases in a competitive manner. The purchasing officer may participate in a cooperative purchasing agreement when the city can obtain supplies or equipment at a purchase price lower than that which the city can obtain through its normal purchasing procedures. In those instances where it is determined that purchasing through the federal, state, county or local government agencies will result in savings to the city, the purchasing officer is authorized to make such purchases.
- B. The purchasing officer may also buy directly from a vendor at a price established by competitive bidding by another federal, state, county or local government agency in substantial compliance with sections 3.16.120 and 3.16.130 of this chapter even if the city has not joined with that public agency in a cooperative purchase agreement.

3.16.110 Open Market Procedure

- A. **Less than \$10,000.** Purchases of supplies, equipment, or services and sales of personal property of an estimated value in an amount less than ten thousand dollars (\$10,000.00) may be made by, or at the direction of, the purchasing officer in the open market without observing the procedures prescribed below in subsection B of this section or prescribed in section 3.16.130 of this chapter.
- B. **\$10,000 to \$50,000.** Purchases of supplies, equipment, or services and sales of personal property of an estimated value in an amount greater than \$10,000 but less than \$50,000 may be made by the purchasing officer in the open market without observing the procedure prescribed in section 3.16.130 of this chapter. Purchase requisitions or purchase orders shall, whenever possible, be based on at least three (3) informal quotes and shall be awarded to the lowest responsible bidder. Purchases made pursuant to this subsection B shall be authorized and signed for by the city manager or his designee, provided purchases of items authorized by the designee are included as part of an approved and adopted budget for the city. The limitation affecting the authority of the designee shall not include that person designated as an acting city manager in the city manager's absence or unavailability.

3.16.120 Bidding

- A. Purchases of supplies, services (other than professional services), or equipment and the sale of personal property of an estimated value in excess of shall be by bid procedures pursuant to this section and section 3.16.130 of this chapter. Bidding shall be dispensed with only when an emergency requires that an order be placed with the nearest available source of supply, when the city

council by a four-fifths ($\frac{4}{5}$) majority determines after opening of bids that rejection of all bids and purchase on the open market will best serve the city, or when the commodity can be obtained from only one vendor.

- B. Prior to bid solicitation, the purchasing officer shall confirm the requested purchase is identified in the current fiscal year adopted budget. For items not identified in the current fiscal year adopted budget, the requesting department shall be required to receive City Council approval at time of contract award.

3.16.130 Formal Contract Procedure

Except as otherwise provided herein, purchases and contracts for supplies, services (other than professional services), equipment and the sale of personal property of estimated value greater than fifty thousand dollars (\$50,000) shall be by purchase order or written contract with the lowest (or for purposes of section 3.16.190 of this chapter, highest) responsible bidder, as the case may be, pursuant to the procedure prescribed herein:

- A. Notice Inviting Bids: Notices inviting bids shall include a general description of the articles to be purchased or sold, shall state where bid blanks and specifications may be secured and the time and place for opening bids.
 - 1. Published Notice: Notice inviting bids shall be published at least ten (10) days before the date of opening of the bids. Notice shall be published at least once in a newspaper of general circulation, printed and published in the city, or if there is none, it shall be posted in at least three (3) public places in the city that have been designated by ordinance as the places for posting notices.
 - 2. Bidder's List: The purchasing officer shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidder's list or who have requested their names to be added thereto.
 - 3. Bulletin Board: The purchasing officer shall also advertise pending purchases or sales by a notice posted on a public bulletin board in the city hall;
- B. Bidder's Security: When deemed necessary by the purchasing officer, bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten (10) days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder;

- C. Bid Opening Procedure: Sealed bids shall be submitted to the purchasing officer and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be opened for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening;
- D. Rejection Of Bids: In its discretion, the city council may reject any and all bids presented and readvertise for bids;
- E. Award Of Contracts: Contracts shall be awarded by the city council to the lowest responsible bidder who meets the quality requirements. The decision of the city council shall be final. For purchases of supplies and equipment, determination of the "lowest responsible bidder" may include the adjustment of the bid price of a qualifying local vendor (as defined in subsection 3.16.220(B)(1) of this chapter) according to the local vendor preference procedures described in subsection 3.16.220(B)(3) of this chapter. For purposes of this section, a "responsible bidder" means a bidder who has demonstrated the quality, fitness, capacity, and experience to satisfactorily perform the particular requirements of the city;
- F. Tie Bids: If two (2) or more bids received are for the same total amount or unit price, quality and service being equal and if the public interest will not permit the delay of readvertising for bids, the city council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of the bid opening;
- G. No Bids: If no bids are received, the council may authorize the purchase of goods in compliance with informal bidding procedures prescribed in 3.16.110(B).
- H. Performance Bonds: The city council shall have authority to require a performance bond before entering into a contract in such amount as it shall find reasonably necessary to protect the best interests of the city. If the city council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

3.16.140 [Reserved]

3.16.150 Inspection and Testing

The purchasing officer shall inspect supplies and equipment delivered and contractual services performed, to determine their conformance with the specifications set forth in the order or contract. The purchasing officer shall have authority to require chemical and physical tests of sample submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications.

3.16.160 Professional Services; Multi-year Contracts

- A. Purchase of professional services provided by persons, firms, companies, or corporations (including, but not limited to, architecture, landscape architecture, engineering, environmental, land surveying, legal, accounting or construction management) shall be made on the basis of demonstrated competence and experience of the service provider and on the professional qualifications necessary for the satisfactory performance of the services required. The process for securing professional services may be through negotiation or through request for proposals; the purchasing officer will attempt to obtain information relating to prices and availability of such professional services from different sources prior to making the purchase; however, neither formal nor informal bidding shall be required prior to the purchase of professional services.
- B. The city manager shall sign all professional service contracts on behalf of the city. Professional services contracts will be prepared in accordance with the city's standard consultants services agreement. Authorization to approve the contract value shall be subject to the limitations of sections 3.16.110 of this chapter; furthermore, contracts with a contract value of greater than fifty thousand dollars (\$50,000) shall require City Council approval prior to execution, unless otherwise authorized pursuant to section 3.16.170.
- C. Unless otherwise limited by the CMC, or applicable state or federal law, the term of a contract shall be as set forth in the contract and may include extensions as authorized in the contract. The city manager may approve a multi-year contract, provided that the value of the multi-year contract as extended does not exceed the city manager's purchasing authority. Otherwise, multi-year contracts shall require the approval of the council.

3.16.170 Urgency/Emergency Purchases

During times of emergency, as declared by a four-fifths vote of the city council, emergency purchases may be made without competitive bidding and without compliance with this chapter. During times of emergency, if action is needed before the council has an opportunity to meet to declare an emergency, the city manager is authorized to order the repair of a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

An emergency, for purposes of this policy, is defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Since emergency purchases do not normally provide the city an opportunity to obtain competitive quotes or properly encumber funds committed, sound judgment shall be used in keeping such orders to an absolute minimum. In addition, the following requirements shall apply:

1. The Finance Department shall be contacted as soon as possible for an

advance purchase order number, which may be given verbally, to cover the urgent or emergency transaction. If unable to contact the Finance Department, place the order and contact the Finance Department the next workday.

2. A completed purchase order shall be submitted to the purchasing officer within two workdays, or as soon as the information is available. All purchase orders for urgent or emergency purchases shall be signed by the appropriate department head.
3. Documentation explaining the circumstances and nature of the urgency or emergency purchase shall be submitted by the appropriate department head as follows:
 - a. Purchases equal to or less than \$25,000. Report to the purchasing officer by processing a requisition within one week.
 - b. Purchases equal to \$25,000 – \$50,000. Requires City Manager's (or designee in City Manager's absence or unavailability) approval prior to purchase. Report to the purchasing officer by processing a requisition within two days.
 - c. Purchase of \$50,000 or more requires City Manager's (or designee in City Manager's absence or unavailability) approval prior to purchase and report to the City Council within two working days to explain the circumstances and necessity of the purchase.
4. If the urgency or emergency purchase causes any budget line items to exceed the approved budget, it shall be the responsibility of the department requesting the purchase to obtain advance City Council approval for an additional appropriation or to make a transfer to cover the purchase.
5. For contracts under the purview of Public Contracts Code § 20100 et seq., the city council must review the emergency action at its next regularly scheduled meeting, and each meeting thereafter until the action is terminated, to determine by four-fifths vote that there is a need to continue the action.

3.16.180 Design/Build Contracts

Whenever the city seeks to construct any public work, excluding projects on the state highway system, with design and construction costs in excess of one million dollars (\$1,000,000.00), the city council may proceed to contract therefor as a design/build project in compliance with California Public Contract Code sections 22160 et seq., as amended, or any later enacted statute regulating design/build

contracts.

3.16.190 Surplus Supplies and Equipment

All using departments shall submit to the purchasing officer at such times and in such form as he shall prescribe, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The purchasing officer shall have authority to sell all supplies and equipment which cannot be used by any department or which have become unsuitable for city use, or to exchange the same for, or trade in the same on, new supplies and equipment. Such sales shall be made pursuant to sections 3.16.110, 3.16.120 and 3.16.130 of this chapter, as applicable.

3.16.200 Duty to Disclose Relationships with City

All bidders and consultants shall disclose in writing to the purchasing officer any prior and current business and personal relationship with the city, members of the city council, and city employees prior to entering into any transaction or contractual arrangement with the city exceeding \$10,000.

3.16.210 Employee Interest Prohibited

No employee, member of the council, nor any appointed member of a city commission, board or committee, shall be financially interested, directly or indirectly, in any purchase order or contract for furnishing equipment, goods, supplies or services within the purview of this chapter. Any purchase order or contract involving former city employees, members of the council, or any appointed member of a city commission, board or committee, shall be awarded solely by the council at a public meeting.

3.16.220 Local Vendor Preference Program

- A. The city has established a local vendor preference program to be applied in the procurement of supplies and equipment under section 3.16.130 of this chapter.
- B. The adjustment to bids provided for under the local vendor preference program shall be implemented according to the following:
 - 1. Qualification For Local Vendor Preference: In the procurement of supplies and equipment for the city's requirements, preference shall be given to those vendors who: a) qualify as a local vendor ("qualifying local vendor") under this subsection and b) submit a written statement in their bid package requesting to be considered a qualifying local vendor. In order to qualify as a local vendor, the bidder must certify the following information as part of the bid package:

- a. It has fixed facilities with employees located within the city limits;
 - b. It has a business street address (post office box or residential address shall not suffice to establish a local presence);
 - c. All sales tax returns for the goods purchased must be reported to the state through a business within the geographic boundaries of the city; and
 - d. It has a city business license.
2. False Certifications: False certifications shall be immediate grounds for rejection of any bid or if the bid is awarded, grounds for voiding the bid, terminating any agreement, and seeking damages thereto. Failure to certify the above information shall result in the bid being considered by the city without any adjustment for a local vendor as described in subsection B3 of this section.
3. Application Of Local Vendor Preference: The bid of a qualifying local vendor shall be adjusted according to the following procedures:
- a. In the tabulation of bids to determine the lowest responsible bidder, the bid of each qualifying local vendor shall be reduced by five percent (5%).
 - b. The reduced bid price of the qualifying local vendor will then be compared to the other bids received by the city to determine the lowest responsible bidder under section 3.16.130 of this chapter. Notwithstanding this reduction for purposes of determining the lowest responsible bidder, the contract amount with the lowest responsible bidder shall be at the bid price.

Section 3. Severability. Should any section, clause, or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity of any other portion of this Ordinance and, to that end, the provisions of this Ordinance are severable.

Section 4. Inconsistency. Any provision of the Cudahy Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of his Ordinance.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption pursuant to California Government Code section 36937.

Section 6. Certification and Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause it to be posted according to law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council
of the City of Cudahy on this ____ day of _____, 2015.

Cristian Markovich, Mayor

APPROVED AS TO FORM

Isabel Birrueta, Assistant City Attorney

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 this Ordinance was introduced at a regular meeting of the City Council of the City of Cudahy on the 8th day of June, 2015, and adopted and passed at a regular meeting of the City Council of the City of Cudahy held on the 22nd day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Victor H. Ferrer,
Deputy City Clerk