



AGENDA
Regular Meeting
Of the
CUDAHY CITY COUNCIL
And Joint Meeting
Of the
CITY OF CUDAHY AS SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
To be held in the City Council Chambers
5240 Santa Ana Street, Cudahy, California
Tuesday, August 5, 2014 – 6:30 P.M.

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (323) 773-5143 at least 72 hours in advance of the meeting. Note: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the Reception Counter at City Hall located at 5220 Santa Ana Street, Cudahy, CA. 90201.

1. CALL TO ORDER

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

4. INVOCATION

5. PRESENTATIONS

- Certificate of Appreciation presented to Sagrado Corazon y Santa Maria de Guadalupe Parish in recognition for many years of service to the Community of Cudahy
- Certificate of Appreciation presented to Hilda Estrada for her contribution of volunteering her translation services to the Community of Cudahy

6. ORAL COMMUNICATONS

(Mayor: This is the time set aside for citizens to address the City Council on matters relating to City Business. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the City Clerk when approaching the podium. Each person will be allowed to speak only once and will be limited to three (3) minutes. When addressing the Council please speak into the microphone and voluntarily state your name and address.

7. CITY COUNCIL COMMENTS

(This is the time for the City Council 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 Councilmember will be allowed to speak for a period not to exceed three (3) minutes. Notwithstanding the foregoing, the City Council members shall not use this comment period for serial discussions or debate between members on City business matters not properly agendaized. The City Attorney shall be responsible for regulating this aspect of the proceeding.)

8. CITY MANAGER REPORT (information only)

9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

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

Recommendation: It is recommended that the City Council approve the waiver of full reading of Resolutions and Ordinances.

10. CONSENT CALENDAR

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

- A. Approve Minutes of the City Council Special Meetings of January 14, 2014, May 13, 2014, June 18, 2014 and July 2, 2014 and the Regular Meeting of January 21, 2014.

Recommendation: That the City Council/Agency approve the Minutes as submitted, receive and file.

11. PUBLIC HEARINGS

- A. Continued from July 15, 2014 - Consideration of Resolution No. 14-47, FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089.

Presented by Acting City Manager

Recommendation: Conduct a required Public Hearing and adopt Resolution No. 14-47

Public Comment

- B. Consideration of Resolution No. 14-50, MEMORIALIZING A PUBLIC HEARING AND LEVYING THE ANNUAL ASSESSMENT TO MAINTAIN THE CITY OF CUDAHY STREET LIGHTING DISTRICT

Presented by Assistant City Engineer

Recommendation: Adopt Resolution No. 14-50.

Public Comment

12. BUSINESS SESSION

- A. Authorize Acting City Manager or Mayor to sign an Agreement with MuniTemp Staffing Services in an amount not to exceed \$45,000 for temporary City Clerk services.

Presented by Acting City Manager

Recommendation: Approve authorization and execute agreement between City of Cudahy and MuniTemp Staffing Services.

- B. Authorize Acting City Manager or Mayor to sign an Agreement with Urban Futures in an amount not to exceed \$25,000 for preparation of a Long-Range Property Management Plan (LRPMP).

Presented by Acting City Manager

Recommendation: Approve authorization and execute agreement between City of Cudahy and Urban Futures.

- C. Consideration of Resolution No. 14-51, AMENDING RESOLUTION NO. 01-04, ESTABLISHING THE COMPENSATION OF HOURLY POSITIONS OF THE CITY.

Presented by Human Resources

Recommendation: Adopt Resolution No. 14-51.

- D. Consideration of Resolution No. 14-52, AMENDING AND MODIFYING THE SCHEDULE OF FACILITY USE FEES ASSESSED TO RESIDENTS OF THE CITY OF CUDAHY AND NON-PROFITS AND REPEALING RESOLUTION NO. 14-04.

Presented by Acting City Manager

Recommendation: Adopt Resolution No. 14-52.

- E. Introduction of Ordinance No. 636 AMENDING CHAPTER 2.54 OF TITLE 2 OF THE CUDAHY MUNICIPAL CODE ESTABLISHING CITY CAMPAIGN ETHICS REGULATIONS.

Presented by Acting City Manager

Recommendation: Introduce Ordinance No. 636.

- F. Consideration of Resolution No. 14-53, REPEALING RESOLUTION NO. 13-20, REGARDING TERM LIMITS AND SPECIAL MUNICIPAL ELECTION.

Presented by Acting City Manager

Recommendation: Adopt Resolution No. 14-53.

12. BUSINESS SESSION (continued)

- G. **Continued from July 15, 2014** – Discussion on Planning Department fees, permit application and practices and consideration of Resolution No 14-54, REVISING VARIOUS DEVELOPMENT FEES PAYABLE TO THE CITY UNDER ORDINANCE NO. 376 ADOPTED ON August 31, 1987 ENABLING FROM TIME TO TIME, THE UPDATING, AMENDING, AND IMPLEMENTING ALTERNATIVE METHODS FOR THE COLLECTION OF SAID FEES BY RESOLUTION ENABLING THE CITY TO RECOVER CERTAIN DEVELOPMENT PROJECT APPLICATION COSTS INCURRED BY CITY DURING THE COURSE OF PROCESSING OF THE APPLICATION.

Presented by Acting City Manager

Recommendation: Adopt Resolution No. 14-54.

- H. Consideration of Resolution No. 14-55, SUPPORTING THE DEVELOPMENT AND IMPLEMENTATION OF THE CUDAHY CITY-WIDE SAFE ROUTES TO SCHOOL PLAN AND PROGRAM, AND TO WORK WITH THE PUBLIC SCHOOLS IN CUDAHY TO ENSURE THESE GOALS ARE ACCOMPLISHED.

Presented by Acting City Manager

Recommendation: Adopt Resolution No. 14-55.

- I. Consideration of Resolution No. 14-56, REGARDING THE TIMELY ADOPTION OF BUDGET AND REPEALING RESOLUTION NO. 13-53.

Presented by Acting City Manager

Recommendation: Adopt Resolution No. 14-56.

- J. Introduction of Ordinance No. 637, AMENDING ARTICLE II (FIREARMS) OF CHAPTER 9.04 (CRIMINAL CODE) OF TITLE 9 (PUBLIC PEACE, MORAL AND WELFARE) OF THE CITY OF CUDAHY MUNICIPAL CODE.

Presented by Acting City Manager

Recommendation: Introduce Ordinance No. 637.

- K. Designation of Voting Delegate and Alternates to the 2014 League of California Cities Annual Conference, September 3-5, 2014, Los Angeles, California.

Presented by Acting City Manager

Recommendation: Appoint a voting delegate and two (2) alternates to represent the City at the 2014 League of California Cities Annual Conference.

13. COUNCIL BUSINESS

- A. Discussion item regarding senior trips FY 14/15. (Oliva)
- B. Discussion item regarding bicycles lanes. (Sanchez)
- C. Discussion item regarding internal controls. (Oliva)
- D. Discussion item regarding water quality. (Markovich)

14. ORAL COMMUNICATIONS (Oral Communications on Closed Session Items. Each person will be allowed to speak only once 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

15. CLOSED SESSION

- A.** 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] – This Matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency.
- B.** Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(e)(1) –
Conference with Legal Counsel to Discuss Matter Involving Anticipated Litigation/Significant Exposure to Litigation: [One (1) potential matter]
- C.** Pursuant to Government Code Section 54957(b)(1) –
Public Employee Employment and Appointment
Name of Position Under Consideration: City Manager
- D.** Pursuant to Government Code Section 54957.6 (a) –
Conference with Labor Negotiator Regarding Unrepresented Employee
Title of Position Subject to Negotiation: City Manager
City's Designated Representative(s) for Negotiations: Henry Garcia, Interim City Manager

RECONVENE TO OPEN SESSION

16. CLOSED SESSION ANNOUNCEMENT

17. OPEN SESSION

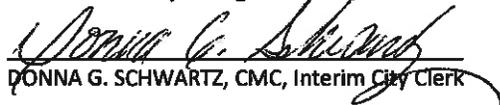
Consideration of Approval of Appointment of City Manager Candidate and related Ratification and Final Action to Approve Employment Agreement for City Manager Pursuant to Government Code Section 53262.

18. ADJOURNMENT

Cudahy City Council will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Tuesday, August 19, 2014 at 6:30 p.m.

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

Dated this 1st Day of August 2014


DONNA G. SCHWARTZ, CMC, Interim City Clerk

MINUTES
CUDAHY CITY COUNCIL
A Special Meeting held in the City Council Chambers,
5240 Santa Ana Street, Cudahy, California
Tuesday – January 14, 2014 - 7:30 P.M.

1. CALL TO ORDER

Mayor Guerrero called the meeting to order at 7:46 p.m.

2. ROLL CALL

PRESENT: Councilmember Markovich
Councilmember Oliva
Vice Mayor Garcia
Mayor Guerrero

ABSENT: Councilmember Sanchez

Pledge of Allegiance: Vice Mayor Garcia

Invocation: Mayor Guerrero

3. PUBLIC COMMENT

Mayor Guerrero opened public comments.

Sandra Orozco, Southeast political activist, spoke on the budget for public safety and the Sherriff's Department and requested not to touch that portion of the budget. She spoke in support of the Sherriff's Department pension.

Patricia Covarrubias spoke on the Municipal Enforcement Department and proposed dismantling it in order to save money.

William Tejada encouraged the City to find ways to save money in order to balance the budget. He suggested eliminating the Code and Municipal Enforcement Departments or having them use bicycles rather than automobiles.

Rosario Pacheco commented on the formation of a group that would like a location for a workshop. She was informed that public comment at this time must be budget-related. She stated she understood that there is a budget allocation for same.

Maria Barajas referenced previous discussions regarding the possibility of Code and Municipal Enforcement Officers using bicycles to save money. She asked regarding the status of the matter.

Adelina Garcia spoke regarding using a City facility for a group of girls to meet for ballet practice as well as the possibility of Code Enforcement Officers using bicycles instead of automobiles.

Mercedes Garcia spoke regarding the possibility of using a City facility for Zumba classes. She noted there are various residents interested in participating in the afternoon.

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There being no other speakers, Mayor Guerrero closed public comments.

CITY COUNCIL COMMENTS

Councilmember Markovich requested placing the Book Fair on the next agenda as well as the issue of "One City, One Book".

Councilmember Olivia reported speaking with a vendor regarding offering a workshop on FAFSA, college admission and providing college tours to approximately 540 students. It will be held on February 1, 2014, and they are looking for volunteers to participate. Additionally, she commented on a recent Senior Commission meeting where safety concerns were voiced regarding Clara Park. She added that these concerns will be addressed at an upcoming Commission meeting with participation by the Sheriff's Department.

Vice Mayor Garcia recognized Sargent Valencia for his quick response in addressing concerns regarding swap meet issues. Additionally, he commented on a meeting with the Sheriff's Department and looked forward to working closely with them. He added that they are discussing the possibility of implementing an Explorer Academy fifteen (15) week program and that it will be rolled out soon. Vice Mayor Garcia commented on the possibility of residents meeting with the City Manager and establishing a partnership with the City for a ballet class. He added that there are community funds to implement such a program and encouraged the group to develop a proposal to present to the City Manager. He reported attending an AQMD meeting with Councilmember Oliva and commented on a company in the City of Vernon (Exide) which is posing a health risk. Discussions were had regarding placing stringent regulations on that plant and Vice Mayor Garcia noted they will be driven out of the community, in time.

Mayor Guerrero reported attending a meeting with the Sheriff's Captain and that ten (10) positions were identified to participate in the Citizen's Academy. He encouraged residents to apply noting that the idea is to have a better relationship with the Sheriff's Department. Additionally, discussions ensued regarding the possibility of implementing a Youth Program for at-risk youth. He thanked Vice Mayor Garcia and Councilmember Oliva for working on the Exide issue and reported he will be attending a regional meeting to strengthen the relationship and partnership with neighboring cities.

4. BUDGET SESSION

**4A. Review of the FY 2013-2014 proposed budget.
(Draft budget attached)**

Recommendation: Motion to receive and file

Mayor Guerrero introduced the item and addressed related goals. He reported that, because the fiscal year is half-way through, there is less flexibility to "revamp" the budget. He added that what is needed is to get to a responsible position so that the City can finish the fiscal year, ending in June, and begin the new fiscal year with a balanced budget that is responsible and will work for all stakeholders. He addressed initial General Fund revenues and Expenditures,

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adjustments and General Fund revenues and Expenditures in the revised budget. He addressed potential re-negotiations of the Legal Services contract and resulting savings as well as potential savings from the Sherriff's contract. He addressed existing deficits, estimated costs for the State audit and expenses related to the prior City Manager's separation, the latter two (2) of which are non-recurring expenses, and by adjusting same, would essentially balance the budget on a pro forma basis. He added that the sub-committee explored a number of short-term solutions and noted that the City will not tolerate a budget that compromises public safety. Besides Legal Services and the Sherriff's contract, the sub-committee reviewed employee organization and considered the possibility of furloughs for City employees. He proposed working with the current budget and looking towards the next fiscal year for making appropriate changes. He believed that the City can arrive at a balanced budget for the next fiscal year.

Vice Mayor Garcia commented on challenges and changes faced by the City and noted the need to find ways to increase revenue and finding key areas of opportunity. He believed that the City can achieve a balanced budget for the next fiscal year and commented on the possibility of increasing and expanding services.

Mayor Guerrero commented on work done in other areas including operations, materials and supplies and other changes made to bridge the gap. He addressed budget increases and decreases. He reiterated that the proposed changes are intended to be a solution for the current fiscal year.

Interim City Manager Henry Garcia noted that the adjusted budget has his full support and commented on the work of the sub-committee. He recommended moving forward for the adoption of the budget on February 4, 2014, and asked Council to set a date, in March, for a strategic workshop to generate a SWOT analysis that will guide the City in setting the next budget. He noted there are many projects in process and that time is of the essence to proceed forward. He added that the budget will be on the City's website for public access.

Mayor Guerrero addressed employee costs, changes and savings as well as other costs associated with employee compensation.

Finance Director Steven Dobrenen commented on positions that were eliminated and not filled. He addressed the repayment of Proposition 1A.

Discussion followed regarding the probability that the Sherriff's contract will be re-negotiated, budget refinements, focusing on the next fiscal year, use of profits from the sale of fireworks by the Youth Foundation and the use of funds by same.

Ensuing discussion pertained to the Proposition 1B local fund, use of Special Revenue funds and Youth Foundation revenues.

Mayor Guerrero addressed next steps in order to have the budget ready for approval in a future meeting in February. There will be another opportunity to discuss the matter at the next City Council meeting. He reiterated efforts to reduce in terms of the Sherriff's contract without compromising public safety.

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Tuesday – January 14, 2014 - 7:30 P.M.**

5. ADJOURNMENT

The City Council meeting adjourned at 9:10 p.m.

MAYOR

ATTEST:

INTERIM CITY CLERK

APPROVED: August 5, 2014

MINUTES
CUDAHY CITY COUNCIL
A Regular Meeting held in the City Council Chambers,
5240 Santa Ana Street, Cudahy, California
Tuesday – January 21, 2014 - 6:30 P.M. (OPEN SESSION)

1. CALL TO ORDER

Mayor Guerrero called the meeting to order at 6:44 p.m.

2. ROLL CALL

PRESENT: Councilmember Markovich
Councilmember Sanchez
Councilmember Oliva
Vice Mayor Garcia
Mayor Guerrero

Pledge of Allegiance: Vice Mayor Garcia

Invocation: Mayor Guerrero

Presentations:

- Certificate of Appreciation to Anabel Muñoz, from Channel 22 for the media coverage at Teresa Hughes Elementary.

Mayor Guerrero, on behalf of City Council, presented a Certificate of Appreciation to Anabel Muñoz, from Channel 22, for the media coverage at Teresa Hughes Elementary School.

- Certificate to parents and community activists focused on education issues at Teresa Hughes Elementary School.

Mayor Guerrero, on behalf of City Council, presented Certificates of Appreciation to parents and community member activists who acted and focused on education issues at Teresa Hughes Elementary School.

- A proclamation to Anabel Muñoz, Channel 22, and L.A Times for their investigative journalism in the City of Cudahy.

Mayor Guerrero, on behalf of City Council, presented a proclamation to Anabel Muñoz, Channel 22 and the L.A. Times for their investigative journalism in the City of Cudahy.

In addition, Mayor Guerrero recognized Berta Rodriguez from Latino California.

3. PUBLIC COMMENT

Mayor Guerrero opened public comments.

Lorenzo Martinez thanked Sergeant Valencia in his efforts to resolve an issue with several of Mr. Martinez's properties. He commented on the need to remove graffiti right away and on the casino, adding that the City of Cudahy needs increased revenues. He spoke in support of the casino and commented on overnight parking issues and car break-ins. He believed that the City is moving forward and noted the need for teamwork in order to move the City forward.

Martin Fuentes thanked City Council for their quick response in removing graffiti as well as for appointing him to the Planning Commission and EDC. He commented on Item 7L relative to a City casino and believed it is preliminary to be discussing the matter at City Council level. He suggested creating a steering committee to consider the matter.

Ayde Bravo, UTLA, thanked Council for acknowledging parents who took personal time to campaign on the Teresa Hughes Elementary School matter and the Mayor for his corroboration. She offered the help of her organization with any other schools in the City that may need help.

Brenda Rodriguez spoke regarding soccer and noted that the sport will help many of the City's youth stay out of gangs. She spoke in support of establishing a soccer program at Lugo Park adding that it could be another source of revenue for the City.

Everardo Navarro thanked City Council for recognizing those who work actively in the community and noted that Council has their support. He commented on casino licensing and suggested surveying the community to determine its position on the item. Additionally, he commented on Item No. 7K, questioning whether the current agency is doing its job and suggested seeking a new Public Relations company to provide services. Mr. Navarro addressed Item No. 7B noting that streets are not being cleaned properly.

Javier Flores commented positively on community participation during City Council meetings. Additionally, he spoke well of Interim City Manager Henry Garcia and hoped that a new City Manager can be hired with similar qualities. He encouraged everyone to work together and as a unified community and commented on the need for "new blood" in the City.

Sandra Orozco, activist, thanked Channel 22 and Anabel Muñoz for their coverage of the Teresa Hughes Elementary School matter. She commented negatively regarding Councilmember Sanchez and asked that he step down from his position as he is often absent at City Council meetings and has not engaged the community. Additionally, she announced that March is MS Awareness Month and commented positively regarding Interim City Manager Henry Garcia.

Rosario Pacheco presented a petition in support of ballet classes in the City of Cudahy. She encouraged residents to participate in City programs and commented on Bob's Tow

noting that the operators are residents of Cudahy but that the Sheriff's Department awarded a contract to another company in Huntington Park. She asked that the Sheriff's Department consider giving the contract to Bob's Tow.

Adelina Garcia spoke in support of ballet classes in the City and requested the use of a City facility for same. She commented positively on the work of Interim City Manager Henry Garcia.

Anabel Muñoz spoke regarding the Teresa Hughes Elementary School issue and thanked Council and the City's residents for their involvement in the matter.

Marcos Covarrubias spoke in support of Items No. 7A and 7M. Additionally, he commented on vandalism and commented positively on the Sheriff's Department efforts. He asked that the sign at Lugo Park be modified to remove "no soccer" from same. He commented positively on the efforts of Interim City Manager Henry Garcia and opined that the Citation Department should be eliminated. Mr. Covarrubias asked that Councilmember Sanchez consider stepping down from his position as Councilmember.

Cecilia thanked Council for making a difference. She commented on establishing a personal development class for women as well as classes to address childhood obesity. She spoke on the benefits of becoming involved in making positive changes.

Mercedes Garcia requested that Council consider providing a facility for an adult Zumba class.

There being no other speakers, Mayor Guerrero closed public comments.

CITY COUNCIL COMMENTS

Councilmember Markovich commented on the upcoming Book Fair and reported attending a meeting regarding the City's street-sweeping service. Additionally, he requested adding an item to the next meeting's agenda considering the implementation of a collegiate awareness program and explained same.

Councilmember Oliva asked about an emergency 911 station phone and asked whether it is operational. Interim City Manager Garcia stated he will have a response by tomorrow. Councilmember Oliva commented on graffiti on sidewalks and signs and Interim City Manager Garcia noted he is aware of the issue and that the City attempts to remove it the same day it is reported. He added he will have more information tomorrow. Additionally, Councilmember Oliva commented on the possibility of having a Sheriff's representative attend an upcoming Senior Commission meeting.

Councilmember Sanchez commented on the City's graffiti program and encouraged residents to call the City with problems. Additionally, he noted that often, there will be differences of opinion but that Council tries to make the best decisions for the City and its residents. He encouraged residents to contact him with questions or concerns.

Vice Mayor Garcia thanked parents who participated in the Teresa Hughes Elementary School matter as well as Anabel Muñoz as a member of the media. He commented positively on the efforts of Interim City Manager Garcia. Additionally, he announced office hours every Thursday at 1:00 p.m. at Chris's Burgers but that they will be cancelled on January 23, 2014, as Council will be in Sacramento. He commended Sergeant Valencia for his responsiveness to residents' concerns.

Mayor Guerrero thanked parents who participated in the Teresa Hughes Elementary School matter. He commented on how change can be obtained with the community working together towards a common goal. He commented on graffiti removal noting that the ordinance is now in full effect and encouraged residents to report instances of graffiti. He spoke positively on the efforts of Interim City Manager Garcia and commented on the challenges and changes faced by the City. He called for a special meeting to provide a "State of the City" address.

Vice Mayor Garcia proposed moving Items No. 7K, 7R, 7B and 7L earlier on the agenda. Additionally, he requested tabling Item No. 6B for the next City Council meeting.

Mayor Guerrero proposed addressing Items No. 7Q first and 7F prior to Vice Mayor Garcia's proposal.

Councilmember Sanchez proposed addressing Item No. 7I earlier on the agenda.

Brief discussion followed regarding discussing Item No. 7M as it is scheduled on the agenda.

A motion was made by Guerrero, seconded by Garcia, and carried (5 – 0) to prioritize Items No. 7Q, 7F, 7K, 7R, 7B, 7L and 7I, table Item No. 6B and continue with the rest of the agenda as scheduled.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia
NOES: None
ABSENT: None
ABSTAIN: None

4. WAIVE FULL READING

4A. Approval to waive the full text reading of all resolutions and ordinances on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title only.

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

Mayor Guerrero suggested revising the language of this item on future agendas adding

language that the matter is "subject to the discretion of the City Council to read a resolution".

City Attorney Padilla reported he will craft a resolution accordingly and that at this time, Council may move to waive further reading of resolutions/ordinances subject to the discretion of the Council to read selected resolutions/ordinances.

A motion was made by Guerrero, seconded by Markovich, and carried (5 – 0) to waive the full text reading of all resolutions and ordinances on the agenda, subject to the discretion of City Council to read selected resolutions/ordinances.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia
NOES: None
ABSENT: None
ABSTAIN: None

5. CONSENT CALENDAR

Mayor Guerrero proposed hearing the following items individually.

5A. A request to approve the City Demands and Payroll for the month of November, 2013.

**Assigned Department: Finance
(Staff Report and Warrants attached)**

Discussion followed regarding the importance of paying City bills on time in order to maintain a good credit rating.

Mayor Guerrero referenced CALPERS recurring deposits and asked to add to the next City Council meeting agenda a discussion item on the employee pension programs.

A motion was made by Garcia, seconded by Oliva, and carried (4 – 1) to approve the City Demands and Payroll for the month of November.

AYES: Oliva, Sanchez, Markovich, Garcia
NOES: None
ABSENT: None
ABSTAIN: Guerrero

5B. A request to approve the City Treasurer's Financial Report (LAIF) for the month of November, 2013.

**Assigned Department: Finance
(Staff Report attached)**

5C. A request to approve the Cash and Investment report for the month of November, 2013

Assigned Department: Finance

(Staff Report attached)

Recommendation: Motion to approve items 5A through 5C.

Mayor Guerrero requested that the reports be presented closer to the month to which they correspond.

A motion was made by Guerrero, seconded by Garcia, and carried (5 – 0) to approve Items No. 5B and 5C.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia
NOES: None
ABSENT: None
ABSTAIN: None

6. BUSINESS SESSION

6A. A request to approve a contract between the City and Cost Recovery Systems for State Mandate Claim Preparation Services for Fiscal 12/13.

**Assigned Department: Finance Department
(Staff report attached)**

Recommendation: Motion to approve the agreement and authorize the interim City Manager to execute the agreement.

Interim City Manager Garcia introduced the item noting that it is routine and approved on a yearly basis. He addressed the purpose of the matter and commented on the need for the City to hire someone to be able to review State unfunded mandates to determine where the City can secure some of its revenues and receive them back. He addressed the total amount of unfunded mandates that the City has received due to the efforts of the existing contractor and commented on the possibility of going through an RFP process for such services in the future. He added that the amount is so nominal that going through the RFP process would exceed the costs of the current contractor and it would not be prudent to attempt to reduce that amount. He provided recommendations as stated on the agenda.

Discussion followed regarding compensation provided to City and Cost Recovery Systems, unfunded State services provided to the community and recoverable amounts that the City can use for specific programs.

Interim City Manager Garcia suggested placing a list of unfunded State mandates on the City's website noting that the City is trying to recover funds for mandates that are imposed by the State.

Ensuing discussion pertained to the amount recovered during the last three (3) years.

A motion was made by Sanchez, seconded by Guerrero, and carried (5 – 0) to approve the agreement between the City and Cost Recovery Systems for State Mandate Claim Preparation Services for Fiscal 12/13 and authorize the interim City Manager to execute the agreement.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia
NOES: None
ABSENT: None
ABSTAIN: None

6B. Consideration of an agreement between the City and IT Systemhouse, Inc. to provide professional consulting services for information technology (IT) services.

Recommendation: Motion to approve the agreement and authorize the interim City Manager to execute the agreement.

The aforementioned item was tabled to the next City Council meeting.

6C. Discussion and appointment of a delegate and/or alternate to represent the City to participate at the Southern California Association of Government (SCAG) General Assembly.
(Verbal report by Deputy City Clerk)

Recommendation: It is recommended that the Council appoint a delegate and alternate to the Southern California Association of Government (SCAG).

City Clerk Angela Bustamante reported receiving an email from SCAG requesting the appointment of a delegate and alternate to attend the General Assembly meeting on May 1 and 2, 2014.

Discussion followed regarding appointments made by SCAG and appointments made by Council to the General Assembly meeting, commitments necessary and allowing time to discuss the matter with Councilmember Oliva.

Mayor Guerrero suggested that City Council will vote on this matter on February 4, 2014.

6D. City Manager's report on City matters.

Recommendation: Motion to receive and file.

Interim City Manager Garcia announced the City-wide curbside address painting project will occur within the next several weeks at no cost to residents.

It was noted that the project will be for residential and commercial properties and will take place within a three (3) month period.

Discussion followed regarding the company providing the service and the total cost to the City.

7. COUNCIL BUSINESS

- 7A.** Consideration of Resolution No. 14-03, a resolution to modify certain parking citation practices and related fees assessed by the City's Municipal Officers and/or Code Enforcement Officers.
(Verbal report by Mayor Guerrero and Councilmember Oliva)
(Resolution No. 14-03 attached)

Recommendation: Motion to approve Resolution No. 14-03.

Mayor Guerrero introduced the item and asked how much time the processing agency would need to implement the proposed changes in fees. He noted the City has a contract with a processing agency.

Interim City Manager Garcia reported he does not know the answer but could have that information by the next City Council meeting.

Mayor Guerrero proposed shifting the burden of proof to the City rather than residents but noted the need to understand the constraints of the processing agency.

Interim City Manager Garcia commented on items needing clarification before approving the resolution.

Mayor Guerrero gave direction to include the item on the next agenda.

- 7B.** Discussion and review of contract between the City and Nationwide Environmental Services.
(Verbal report by Councilmember Markovich)

Recommendation: Motion to receive and file.

Councilmember Markovich provided a brief report addressing a recent meeting with representatives from Nationwide Environmental Services and announced they will be making a presentation to the public at the second City Council meeting in February.

Discussion followed regarding the schedule for street-sweeping.

- 7C.** Consideration of Resolution No. 14-10, a resolution to establish policy and procedures for city sponsorship or co-sponsorship of certain events held at city facilities.
(Verbal report by Mayor Guerrero and Councilmember Oliva)
(Resolution No. 14-10 attached)

Recommendation: Motion to approve Resolution No. 14-10.

Mayor Guerrero introduced the item noting that it has been discussed on several occasions and that some refinement has been made to the language. He presented examples of when facilities could be offered free of charge.

Discussion followed regarding access to non-profit organizations or church groups, situations where products are being sold or donations required; the process for obtaining City sponsorship, a ministerial versus a discretionary process and allowing Council the flexibility to approve or disapprove sponsorships.

Mayor Guerrero proposed adding language that "The City Council, at its sole discretion, shall decide whether to accept a proposal for sponsorship or co-sponsorship and use of City facilities". This will apply to any organization that meets the requirements.

It was noted that a policy could be made that no donations are to be solicited.

Discussion followed regarding for-profit organizations, organizations requiring minimal entrance fees and events offered to Cudahy residents at no cost to residents.

Mayor Guerrero suggested language that "In all cases, the aforementioned events shall be open to residents of the City of Cudahy at no cost to the residents". Additionally, he recommended inserting a sentence stating that "In no case, shall the event facilitate for-profit, commercial activity. Notwithstanding this provision, event organizers shall be allowed to solicit De Minimis donations without pressure and without clear indication that contributions are strictly voluntary for the sole purpose of defraying event costs".

Direction was given to place this item on the next City Council agenda for approval.

Mayor Guerrero proposed restructuring the remaining agenda items to address Items No. 7H, 7M, 7P and 7E.

A motion was made by Guerrero, seconded by Garcia, and carried (5 – 0) to prioritize Items No. 7H, 7M, 7P and 7E at this time and proceed with the agenda as scheduled, following same.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia
NOES: None
ABSENT: None
ABSTAIN: None

7D. Update and discussion on FY13-14 budget process.
Assigned Department: City Manager
(Verbal report by Mayor Guerrero and Vice Mayor Garcia)
(Budget summary attached)

Recommendation: Motion to receive and file.

Mayor Guerrero provided a brief report and reviewed his schedule and the finance worksheet. He noted that no action is needed at this time and commented on the possibility of convening a special meeting to discuss the FY 13-14 budget process. He addressed additional adjustments including proposed savings from the legal services contract and commented on excluding non-recurring items and listed same. He noted the importance of getting through this budget and beginning to focus on the FY 14-15 budget. He urged colleagues to review the matter carefully and be prepared to discuss it at the next Council meeting.

Interim City Manager Garcia stressed the importance of acting on this matter in February.

Councilmember Oliva asked regarding the allocation of \$20,000 for fireworks.

Mayor Guerrero urged Council to be prepared to act on this matter.

City Attorney Padilla noted that Councilmembers are able to get information from City staff, as needed.

- 7E. Consideration of Resolution No. 14-06, a resolution to establish rules and procedures for initiating (and resolving) inquiries into City Council member conduct, as it relates specifically to any provision(s) of the City's code of ethics.
(Verbal report by Mayor Guerrero)
(Resolution No. 14-06 attached)**

Recommendation: Motion to approve Resolution No. 14-06.

Mayor Guerrero reported that this matter cannot be applied retroactively and the intent is not to force an existing issue into these procedures. This matter applies to inquiries that may occur in the future and to create appropriate protections for an implicated Councilmember including due process and layers of review. He explained the goal of establishing an Ethics Commission, comprised of five (5) members and addressed the term, requesting to strike out the word, "only" from Section 1. Additionally, he suggested removing Section 8, Sub-category 1, and Sub-paragraph 1. It can be handled on a case-by-case basis. Mayor Guerrero requested striking out Section 12 as well.

Discussion followed regarding the possibility of the Sheriff's Department adjudicating the matter and a provision related to the City Attorney convening a Closed Session meeting, if/as permissible by law, of the Ethics Commission.

City Attorney Padilla recommended bringing the matter back on the next City Council agenda in order for his office to review the resolution as it is now amended.

The item was continued to February 4, 2014.

A motion was made by Sanchez to adjourn the meeting at this time. The motion died for lack of a second.

Ensuing discussion pertained to the need to be efficient in terms of time management and the possibility of staggering items on subsequent agendas.

- 7F. Consideration of Resolution No. 14-07, a resolution to endorse comprehensive immigration reform in The United States House of Representatives during the current legislative session, with the following legislative principles: (I) security of the border, (II) reform of the legal immigration system, and (III) pathway to legalization for otherwise law-abiding undocumented immigrants.
(Verbal report by Mayor Guerrero and Vice Mayor Garcia)
(Resolution No. 14-07 attached)**

Recommendation: Motion to approve Resolution No. 14-07.

Mayor Guerrero introduced the item and provided a brief report. He noted that Councilmembers have been working hard to endorse immigration reform and commented on the need to let legislators know that the City is very committed to getting this issue resolved. This is an opportunity to build pressure on Congress to get something done on this important issue. He added that Council is involved in promoting this issue regionally, and that the proposal will be presented to neighboring cities. Mayor Guerrero read the resolution into the record. He suggested minor modifications including adding "all Members of the City Council" on Page 1.

Vice Mayor Garcia suggested a modification to the third paragraph to replace "should" with "could".

Mayor Guerrero noted that the debate in Congress is very contentious and addressed the intent of the resolution and highlighted the importance of the three (3) components to the resolution.

Councilmember Markovich commented on children who come to this country through no fault of their own adding that he sees the situation on a daily basis.

Mayor Guerrero noted the importance of addressing the issue.

Discussion followed regarding providing a pathway to citizenship versus a pathway to legalization and the possibility of striking Section 3 of the resolution. It was noted that once permanent residency status is established, there already exists a pathway to achieve citizenship.

Mayor Guerrero commented on the importance of having unanimous agreement.

Councilmember Oliva commented on the importance of moving forward with this matter.

City Attorney Padilla reported that his office reviewed this matter as to form.

Ensuing discussion pertained to retitling the resolution and Section 3 to include "Pathway to legalization and/or citizenship".

A motion was made by Guerrero, seconded by Garcia, and carried (5 – 0) to approve Resolution No. 14-07, as modified.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia
NOES: None
ABSENT: None
ABSTAIN: None

**7G. Consideration of Resolution No. 14-08, a resolution to establish rules and procedures for staff and City Council interactions with the City Attorney's office.
(Verbal report by Mayor Guerrero)
(Resolution No. 14-08 attached)**

Recommendation: Motion to approve Resolution No. 14-08.

The aforementioned item was tabled to the next City Council meeting.

**7H. Consideration of Resolution No. 14-09, a resolution to terminate membership in the California Joint Powers Insurance Authority (the "JPIA") at the earliest opportunity as provided for under article 24 of the JPIA's Joint Powers Agreement adopted August 12, 2011.
(Verbal report by Mayor Guerrero)
(Resolution No. 14-09)**

Recommendation: Motion to approve Resolution No. 14-09.

Mayor Guerrero introduced the item adding that he is calling for a notice to JPIA of the City's intention to withdraw from same, pursuant to Article 24 of the agreement. He added that under the provisions of the agreement, the City has the right to withdraw from the JPIA, provided it gives one (1) year's notice falling at the end of the protection period. That will allow the City ample time to find alternative coverage.

A motion was made by Garcia, seconded by Guerrero, and carried (4 – 1) to approve Resolution No. 14-09.

AYES: Guerrero, Oliva, Markovich, Garcia
NOES: Sanchez
ABSENT: None
ABSTAIN: None

7I. Discussion item on City Manager recruitment process and advisory committee.

**Assigned Department: City Manager
(Verbal report by Mayor Guerrero)**

Recommendation: Motion to receive and file.

Mayor Guerrero commented on Interim City Manager Garcia's service and the need to begin the recruitment process for a new City Manager. He recommended establishing an advisory committee, Chairs of each City Commission, a representative from the Economic Development Corporation and a community representative selected by each Member of Council for a total of ten (10) members. The advisory committee would review applications and make a recommendation to Council. He added that ultimately, the decision rests with Council and Council only. He proposed presenting community representative designees at the February 4, 2014, City Council meeting.

Interim City Manager Garcia reported that the position has been advertised in Western City Management Magazine. He addressed the structure and role of the committee and thanked the community for their kind remarks in terms of his service.

Mayor Guerrero recommended that discussions on this matter continue to the City Council meeting of February 4, 2014.

**7J. Discussion item on proposed State of the City Address by the Mayor.
(Verbal report by Mayor Guerrero)**

Recommendation: Motion to receive and file.

The aforementioned item was discussed and acted upon during consideration of Item No. 7Q.

**7K. Review and discussion of the contracts between the City and the three public relations firms.
(Verbal report by Vice Mayor Garcia)**

Recommendation: Motion to receive and file.

Vice Chair Garcia provided a brief report noting that the City has contracts with three (3) public relations firms which involved enhancing the public image of predecessors. He requested that Council colleagues consider terminating those contracts.

City Attorney Padilla reported that the matter will require a review of the contracts and that it is not uncommon for terminations to be handled administratively, at the City Manager level. He commented on termination for convenience with a specified amount of notice and reiterated the need to review the contracts in terms of the termination provisions.

Interim City Manager Garcia reported that staff reviewed them and that termination is "at will". He added that Council may direct staff and recommend termination. He added that terms include a 30- or 60-day notice and that there is no penalty with those provisions.

Mayor Guerrero suggested directing staff to not engage the three (3) firms for services, going forward.

It was noted that it is possible that some of the contracts have already expired.

City Attorney Padilla agreed that it may be sufficient to direct the City Manager not to engage the firms' services any further.

The Interim City Manager, without objection, was directed to not engage the three (3) public relations firms currently under contract, going forward.

- 7L.** Discussion item on the City's Casino License and exploration of a Casino in the City.
(Verbal report by Vice Mayor Garcia)

Recommendation: Motion to receive and file.

Vice Mayor Garcia presented a report noting the need to begin thinking "outside the box" and doing so in the long-term. He addressed major developments in the City of South Gate and expressed concerns with impacts to the City of Cudahy. He noted that the City needs revenue and commented on the revenue that could be generated with a casino in the City. He suggested that City Council explore the matter.

Interim City Manager Garcia addressed ownership of casino licenses and commented on a casino in the context of economic development along Atlantic Avenue.

Councilmember Oliva commented on the use of the casino building by homeless people.

Mayor Guerrero recommended alerting the Sheriff's Department about the situation. He suggested forwarding solicitations of interest for casino licenses to the City Manager's office.

Discussion followed regarding a casino generating money for the City in order to offer more and expand programs for residents and the possibility of opening a casino close to the new shopping center in South Gate.

Mayor Guerrero suggested continuing discussions on the matter at the City Council meeting of February 4, 2014.

- 7M.** Discussion item on an overnight parking program in the City of Cudahy.

(Verbal report by Vice Mayor Garcia)

Recommendation: Motion to receive and file.

Vice Mayor Garcia introduced the item and provided a brief report. He recommended directing staff to develop three (3) proposals for the City for an overnight parking program. He added that currently, there is no overnight parking program or system in place to address existing problems.

Discussion followed regarding analyzing other cities to determine best practices, the possibility of a traffic study to determine needs and demands for different areas and obtaining resident feedback on the issue. Ensuing discussion pertained to characteristics of those opposed to a program and the possibility of having different regimes for different parts of the City.

7N. Discussion item to modify the existing municipal code for the purpose of allowing soccer to be played at Lugo Park.

(Verbal report by Mayor Guerrero and Councilmember Oliva)

Recommendation: Motion to receive and file.

The aforementioned item was tabled to the next City Council meeting.

7O. Discussion item – Hiring freeze pending approval of FY14/15 budget.
(Verbal report: Mayor Guerrero, Vice Mayor Garcia)

Recommendation: Motion to receive and file.

The aforementioned item was tabled to the next City Council meeting.

7P. Discussion item – Status of pending ethics inquiry.
(Verbal report: City Attorney.)

Recommendation: Motion to receive and file.

City Attorney Padilla indicated the aforementioned item may be more appropriately discussed during Closed Session. He recommended that Councilmembers coordinate with his office to review the report and discuss same.

Mayor Guerrero directed the City Attorney to determine if the item can be added to the Closed Session agenda for the next City Council meeting. He noted that the City Attorney will redact the report and provide it to the City Manager so that Council colleagues may review it, without obtaining copies (hard or electronic).

7Q. Discussion item – Schedule of next Neighborhood Watch Meeting/Town Hall.

Recommendation: Motion to receive and file.

Mayor Guerrero reported that the fourth Wednesday of the month is ordinarily reserved for a Neighborhood Watch/Town Hall meeting but noted that four (4) of the five (5) Councilmembers will be attending a training in Sacramento and will not be available for the next meeting. The next regularly-scheduled Neighborhood Watch/Town Hall meeting will be February 26, 2014. He suggested that in lieu of the meeting January meeting, a special meeting be scheduled to occur shortly after Council returns from Sacramento for the State of the City Address.

According to Vice Mayor Garcia's suggestion, Mayor Guerrero noted there will be no Neighborhood Watch/Town Hall meeting tomorrow and that the next meeting will be held on February 26, 2014.

City Attorney Padilla noted that if no action is taken and Council does not convene, the meeting does not qualify as a public meeting for purposes of the Brown Act. However, if action will be taken and Council convenes, it will be subject to the Brown Act. He added that out of an abundance of caution, it would be wise to treat it as a public meeting and therefore subject to requirements within the Brown Act.

Interim City Manager Garcia commented on the State of the City Address and potential topics to be included.

Mayor Guerrero proposed a Mayoral Address, transitioning to a City Manager update and subsequently opening the floor for questions and answers and Councilmember highlights.

Discussion followed regarding the format of the proposed meeting.

A motion was made by Guerrero, seconded by Oliva, and carried (4 – 1) to cancel the January 22, 2014, Neighborhood Watch/Town Hall meeting and schedule a State of the City Address for the Neighborhood Watch/Town Hall meeting of February 26, 2014.

AYES: Guerrero, Oliva, Markovich, Garcia
NOES: None
ABSENT: None
ABSTAIN: Sanchez

7R. Consideration of Resolution No. 14-11, a resolution authorizing the City Manager to promote the availability of funds to community members for group fitness classes.

**(Verbal report by Vice Mayor Garcia and Councilmember Oliva)
(Resolution No. 14-11 attached)**

Recommendation: Motion to approve Resolution No. 14-11.

Vice Mayor Garcia noted that during the last office-hours session, he received a lot of feedback from residents regarding implementing various fitness programs (Zumba and ballet). He added that there is funding for these types of services within the City and

addressed the substance and intent of the resolution.

Vice Mayor Garcia and Councilmember Oliva read the resolution into the record.

Brief discussion followed regarding the source of the funds to be allocated, encouraging community volunteers to provide services and including all approved fitness classes at any City facility not being utilized.

A motion was made by Oliva, seconded by Garcia, and carried (5 – 0) to approve Resolution No. 14-11.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia
NOES: None
ABSENT: None
ABSTAIN: None

8. CLOSED SESSION

City Council adjourned to Closed Session at 10:53 p.m. to discuss matters listed on the Closed Session agenda.

City Attorney Padilla read title to each matter.

- 8A.** Closed Session Pursuant to Government Code Section 54956.9(d)(1) and 54956.9(e)(1) - Conference with Legal Counsel to Discuss a Matter of Anticipated Litigation/Significant Exposure to Litigation – One (1) Matter
- 8B.** Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator
Location of Property:
4840 Clara Street, APN 6226 025 004
City's Negotiator(s): Saul Bolivar and City Attorney Rick Olivarez
Party Negotiating With: Emiglia and Chiara Gigliotti
Under Discussion: Discussion of both price and terms of payment as relates to purchase of subject property
- 8C.** Closed Session Pursuant to Government Code Section 54957(b)(1) - Public Employee Evaluation of Performance
Title of Employee Subject to Evaluation: City Attorney
- 8D.** Closed Session Pursuant to Government Code Section 54957.6(a) - Conference with Labor Negotiator – Unrepresented Employee
Title of Employee Subject to Negotiation: City Attorney
City's Negotiator: Henry Garcia, City Manager and Jack Guerrero, Mayor

City Attorney Padilla reported that with respect to Item 8A, there was a general discussion with Legal Counsel and no formal action was taken. With respect to Item 8B

and update was provided but no formal action was taken. With respect to Items 8C and 8D, discussion of possible compensation structure was had, direction was given and no formal action was taken.

9. ADJOURNMENT

The City Council meeting adjourned at 11:30 p.m.

MAYOR

ATTEST:

INTERIM CITY CLERK

APPROVED: August 5, 2014

MINUTES
CUDAHY CITY COUNCIL
A Special Meeting held in the City Council Chambers,
5240 Santa Ana Street, Cudahy, California
Tuesday – May 13, 2014 – 6:00 P.M.

1. CALL TO ORDER

Mayor Garcia called the meeting to order at 6:03 p.m.

2. ROLL CALL

The following Council Members were in attendance:

Council Member Guerrero
Council Member Oliva (arrived at 6:06 p.m.)
Council Member Sanchez (arrived at 7:25 p.m.)
Vice Mayor Markovich
Mayor Garcia

3. PLEDGE OF ALLEGIANCE – Led by Mayor Garcia

4. PUBLIC COMMENT (on Agenda Items only)

Marco Martinez, M.D., Nephrologist, reported he has been working in the City for the past fifteen (15) years and stated that he is interested in opening a dialysis unit in cooperation with other nephrologists in the community. He noted that it will be an independent dialysis unit and expressed interest in purchasing a lot on Patata and Atlantic. He added that the dialysis unit will help to create good-quality jobs for the community and requested information regarding the lot.

Interim City Manager Henry Garcia suggested that Dr. Martinez call Michael Allen in City Hall and set up an appointment in order to review appropriate properties within the City.

Interim City Manager Garcia noted that City Council will adjourn into Closed Session at this time, to consider the item listed in the Closed Session agenda and read title to same.

5. CLOSED SESSION

- A. Closed Session Pursuant to Government Code Section 54957 to Consider Public Employee Employment and Appointment
Title of Position Under Consideration: City Manager

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Closed Session Pursuant to Government Code Section 54957.6 (a) –
Conference with Labor Negotiator regarding Unrepresented Employee
Agency designated representatives: Assistant City Attorney Isabel Birrueta
Title of Position Subject to Negotiation: City Manager

6. CITY ATTORNEY REPORT FROM CLOSED SESSION

It was noted that City Council met in Closed Session to discuss Item 5A on the Closed Session agenda; that no action was taken and there was nothing to report.

7. ADJOURNMENT

There being no further business to come before the City Council, Mayor Garcia adjourned the meeting at 8:10 p.m.

MAYOR

ATTEST:

INTERIM CITY CLERK

APPROVED: August 5, 2014

**MINUTES
CUDAHY CITY COUNCIL**

A Special Meeting to be held in the City Council Chambers,
5240 Santa Ana Street, Cudahy, California
Wednesday – June 18, 2014 - 5:30 P.M.

1. CALL TO ORDER

Mayor Garcia called the meeting to order at 5:30 p.m.

2. ROLL CALL

The following Council/Agency Members were in attendance:

Council Member Guerrero
Council Member Oliva
Council Member Sanchez (arrived at 6:10 p.m.)
Vice Mayor Markovich
Mayor Garcia

3. INVOCATION – None

4. PLEDGE OF ALLEGIANCE – Led by Mayor Garcia

5. PUBLIC COMMENT

Marcos Covarrubias expressed his support for Item 10A on the agenda and improvements at Lugo Park.

Pamela Mungia expressed her support for Item 10A on the agenda and improvements at Lugo Park.

Adelina Garcia expressed her support for Item 10A on the agenda and improvements at Lugo Park.

Patty Covarrubias expressed her support for Item 10A on the agenda and improvements at Lugo Park.

At this time the City Council recessed to Closed Session to discuss items on the Closed Session Agenda.

6. CITY COUNCIL COMMENTS

Council Member Guerrero reported as follows:

1. Affirmed that he would like to keep his existing items (from the June 17, 2014) meeting on the upcoming agenda.

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2. Suggested the following items for a future agenda, when his current items are resolved:
 - a. Review of the policy for placing the order of agenda items
 - b. Review of the policy for Planning Department applications
3. Commented on the success of the current City Manager recruitment process
4. Advocated for the retention of the City's real estate assets

Council Member Oliva reported as follows:

1. Submitted a petition from the Manager on the premises of Clara Park Extension regarding the fence facing their property as there have been injuries to children and adults in the area
2. Requested that her current agenda items get pushed indefinitely in favor of the consideration of a resolution directing staff that RFPs, consultant agreements and contracts be reviewed by the City Attorney's office
3. Commented on her attendance at the June 14, 2014, Gloria Molina ceremony

Council Member Sanchez reported as follows:

1. Expressed his support for the Council working together

Vice Mayor Markovich reported as follows:

1. Commented on the City's conversation with the Department of Finance
2. Thanked residents for attending the meetings

Mayor Garcia reported as follows:

1. Commented on the meeting held on June 17, 2014 with the Department of Finance and impacts on the City of Cudahy
2. Expressed optimism that the City will prevail on their projects
3. Affirmed he would like his agenda item regarding Resolution for Cudahy's first swimming pool on the upcoming agenda
4. Requested support from Council to have staff video record the City Council meetings and place them on the internet in order to provide transparency

City Attorney Birrueta recommended that the matter of video recording meetings be placed on an upcoming agenda. The purchasing of cameras could come under City Manager's discretion; however, the recording of the meetings would be a policy moving forward for all meetings and should be adopted by Council resolution, in order to provide specificity.

Council Member Guerrero supported the idea of video recording meetings; however, a resolution should be agendized in order to provide appropriate discussion on the item.

Direction was given to add an agenda item to the next agenda, as the Mayor's third agenda item, along with a Resolution, to have staff video record City Council meetings

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and place them on the internet in order to provide transparency.

Council Member Oliva expressed a concern that a liability may be created by video recording meetings. The City Attorney will review the Brown Act and Closed Session implications of videotaping agenda items and will bring them up at the appropriate time.

Michael Allen, Interim City Manager, clarified the items that would appear on the next and future agendas. He announced upcoming events, reported that steel urinals have been received and will be installed, and distributed the City Manager's monthly report for the month of May. He provided a rough schedule of upcoming Capital Improvement Projects and upcoming grant opportunities.

7. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

Recommendation: It is recommended that the City Council approve the waiver of full reading of Resolutions and Ordinances.

Motion: A motion was made by Guerrero, seconded by Markovich, and carried (5 – 0) to approve the waiver of full reading of Resolution and Ordinances.

| | |
|-----------------|---|
| AYES: | Guerrero, Oliva, Sanchez, Markovich, Garcia |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | None |

8. PUBLIC HEARINGS – None

9. CONSENT CALENDAR – None

10. BUSINESS SESSION

**10A. Consideration of RESOLUTION NO. 14-39, A RESOLUTION OF THE CITY OF CUDAHY CITY COUNCIL APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR THE FIRST SUPERVISORAL DISTRICT EXCESS FUNDS GRANT PROGRAM, FUNDING FOR THE LUGO PARK RENOVATION PROJECT. (COUNCIL)
(Presentation by the Community Development Department)**

Recommendation: It is recommended that the City Council approve Resolution No. 14-39

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A staff report was given by Michael Allen, Interim City Manager. A PowerPoint presentation was displayed. Interim City Manager Allen noted that Gloria Molina's office has agreed to match the City's CDBG funds for the Lugo Park Renovation Project. He provided a description of the project size, scope, turf type, and discussed conceptual items such as bleachers. Staff recommends approval of the Resolution, with a few minor corrections.

Mayor Garcia expressed support for this item, especially the community and green space improvements.

In response to Council Member Sanchez, Interim City Manager Allen reported that once construction starts there will be a six-to-nine month completion process.

Council Member Oliva inquired as to the specific date that grant funds will be received.

Council Member Guerrero expressed support for this item and the expansion of the park. He acknowledged the reason he abstained from voting originally is because he wanted more funds for the park.

Vice Mayor Markovich expressed support for this project.

Mayor Garcia opened public comments.

There was no response and Mayor Garcia closed public comments.

Motion: A motion was made by Oliva, seconded by Markovich, and carried (5 – 0) to approve Resolution No. 14-39, with the appropriate amendments changing the name of the governing body to the City of Cudahy.

| | |
|-----------------|---|
| AYES: | Guerrero, Oliva, Sanchez, Markovich, Garcia |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | None |

**10B. Consideration of approval to submit a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) plans in order to comply with the New Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 ("MS4 Permit"). (COUNCIL)
(Presentation by the Community Development Department)**

Recommendation: It is recommended that the City Council authorize staff to submit the Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP) Plans along with the Cities of Bell, Bell Gardens,

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Commerce, Huntington Park, Maywood, Vernon and The Los Angeles County Flood Control District in order to comply with the New Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 ("MS4 Permit").

A staff report was given by Assistant City Engineer, Aaron Hernandez. He noted the plans must be submitted by June 27, 2014, in order to be compliance. He provided background information and fiscal impact of participating in the program and plans with the partner cities. At this time, the costs are still being determined as the partner cities are still being determined.

Gerald Green provided a staff report regarding the permitting process. A PowerPoint presentation was displayed. He discussed the permit, the benefits, the best management practices that will need to be implemented, and the cities currently involved. Slides were displayed showing the current drainage. He stated the monitoring required, the costs of monitoring and the expenses that will be cost-shared with the partner cities. He further described the type of materials which are being surveyed in the water and various methodologies for reducing certain materials and bacteria in the water.

In response to inquiries from Council Member Guerrero, Mr. Green confirmed the deadline to submit was June 28, however, he was hoping to get the application in by June 26. He added that costs would be subject to cost sharing, but an estimate would be \$500,000 per year, approximately \$25,000 for maintenance, and other administrative costs yet to be determined.

Mr. Green confirmed that he did not have information relative to permit non-compliance.

In response to an inquiry from Council Member Oliva, Mr. Green stated that at this time grants have not been obtained from the Gateway Cities, however, he encouraged that the City continue to apply for State and Federal grants to assist with their ability to provide mitigation measures.

In response to Council Member Sanchez, Mr. Green stated that as of October 1st there must be zero level of trash going into the river.

In response to Mayor Garcia, Mr. Green stated at this time the City would be submitting their plan on how they are going to comply with the mitigation measures and the fiscal impact it will have on the City.

Mayor Garcia opened public comments.

Alfred Areyan encouraged the City Council to take this matter seriously, as it could potentially result in fines in future years.

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Noting there were no further speakers and Mayor Garcia closed public comments for this item.

Council Member Guerrero confirmed that the City Attorney's Office reviewed the presented documents. City Attorney Birrueta affirmed they had reviewed the documents, and noted that several cities have challenged the permit. Staff did consult with the City's Engineer who confirmed that the plan was flexible enough at this time.

Council Member Guerrero expressed concerns with the costs associated with this matter and would prefer that the City wait until the next meeting to research associated issues. Mr. Green stated that if these documents are not filed, the City would not get the interim allowances. Ms. Birrueta confirmed that the City would now have to comply with the statutory requirements, rather than being allowed the interim allowances.

In response to Council Member Sanchez, staff confirmed that funds have not currently been allocated in the budget to address this matter.

In response to Mayor Garcia, the City Engineer stated that the guidelines were only available 3 months ago, and models had to be run before the item could be properly presented to the Council for review.

Mr. Green stated that the immediate repercussions for not filing will be significant, however, there are opportunities to reduce cost and have a better plan into the future. This will require filing the appropriate documents now to be eligible for the extended time period to comply.

Council Member Oliva inquired as to whether the City Engineer reached out to any of the representatives regarding any grant opportunities. The City Engineer stated that a group of cities is joining up to address the payment for each City and to work together to lobby at the local, State, and Federal level to address the permitting requirements. Council Member Oliva stated that there was a bill to address some of these issues and encouraged City staff to move forward on this opportunity.

Motion: A motion was made by Sanchez , seconded by Markovich, and carried (3 – 0, 2 abstentions) to authorize staff to submit the Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP) Plans along with the Cities of Bell, Bell Gardens, Commerce, Huntington Park, Maywood, Vernon and The Los Angeles County Flood Control District in order to comply with the New Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 ("MS4 Permit").

AYES: Sanchez, Markovich, Garcia
NOES: None

**MINUTES
CUDAHY CITY COUNCIL**

A Special Meeting to be held in the City Council Chambers,
5240 Santa Ana Street, Cudahy, California
Wednesday – June 18, 2014 - 5:30 P.M.

ABSENT: None
ABSTAIN: Guerrero, Oliva

**10C. Consideration of RESOLUTION NO 14-41, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, AUTHORIZING A CONTINUING APPROPRIATION FOR THE TEMPORARY USE OF THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2013-2014 PENDING THE FINAL APPROVAL OF THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2014-15
(COUNCIL) (Presentation by the Finance Department)**

Recommendation: Approve Resolution No. 14-41.

A staff report was given by Steve Dobrenen, Finance Director. He reported that the presented documents would be a template by which to start off the discussion of the continuing appropriation and that all the pertinent outside agencies are in accordance with this action.

Motion: A motion was made by Guerrero, seconded by Garcia, and carried (4 – 0, 1 abstention) to approve Resolution No. 14-41.

AYES: Guerrero, Sanchez, Markovich, Garcia
NOES: None
ABSENT: None
ABSTAIN: Oliva

10D. Budget workshop on 2014-2015 Fiscal Year Proposed Budget.

The Lugo Park walk-through was deferred to Tuesday, June 24, 2014, at 6:00 p.m.

A staff report was given by Steve Dobrenen, Finance Director. A recommended budget packet was distributed. Mr. Dobrenen reviewed revenues and expenditures and the projected deficit. He noted a resolution that the budget must be balanced each year, with the exception of one-time occurrences.

Mr. Dobrenen outlined items that are not included in this budget including: special elections, records management, and hiring of a City Treasurer, not providing various positions in Community Development and Recreation Departments, Special City events, in order to keep the deficit down, eliminating volunteers on patrol and neighborhood watch as well as the addition of crossing guards.

He also reviewed revenues including wireless telecommunications facilities.

**MINUTES
CUDAHY CITY COUNCIL**

A Special Meeting to be held in the City Council Chambers,
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Mayor Garcia noted an Ordinance that requires owners that own multiple rental units on a single property to have a business license. He stated there are potentially 700 units that the City could be collecting on. This could be an additional \$250,000 for collection of past funds.

In response to an inquiry from Council Member Oliva, Mayor Garcia outlined the requirements of the business license requirements of the ordinance which reads “with two or more units”.

Council Member Oliva inquired as to where the commercial recycling reimbursement that the City should be receiving from Consolidated Services is located in the budget.

Mr. Dobrenen outlined the City’s ongoing salary and contractual obligations.

Council Member Guerrero stated that the Ordinance he is supporting would reduce parking citations by \$50,000. This ordinance, however, has not been introduced.

Henry Garcia, consultant, stated that the City’s sales tax rate is 9.25 percent.

Mr. Dobrenen reviewed the salaries and positions in each Department, other consultant related fees, attorney fees and litigation issues. Henry Garcia stated that the Council provided direction to move forward with filling the City Clerk position. Mr. Dobrenen stated the increase in the City Clerk position’s salary was to make it consistent with what the adopted resolution calls for.

Mr. Dobrenen noted the City ran over with maintenance costs in the current fiscal year.

Council Member Sanchez suggested seeing actual numbers rather than proposed.

Council Member Guerrero stated it would be better to see actual numbers in addition to the proposed. He wanted to be able to come up with more realistic numbers. Mr. Garcia stated that a mid-year update will provide a more realistic number.

Mr. Garcia stated that Resolution 13-20 was adopted to call a special election for the purpose of term limits. Council Member Guerrero suggested placing the matter on the ballot for the General Municipal Election in March, 2015.

There was consensus to bring back the election for term limits discussion on an upcoming agenda.

Mr. Dobrenen commented on the need for an assistant in the City Clerk’s Office as well as updating the Records Retention schedule.

**MINUTES
CUDAHY CITY COUNCIL**

A Special Meeting to be held in the City Council Chambers,
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Michael Allen, Interim City Manager, reviewed the City Manager's Department proposed budget.

Council Member Oliva inquired as to the Assistant City Manager position. Mr. Garcia did not include that item in the proposed budget.

Mr. Dobrenen reviewed the City's insurance provisions and associated costs.

In response to an inquiry from Council Member Guerrero, Mr. Dobrenen stated that the current year and proposed year insurance costs are about the same.

Council Member Oliva is supportive of retaining the community newsletter.

Council discussion ensued on the interval for printing the community newsletter. Mr. Dobrenen provided the cost estimate for newsletter and postage.

Mr. Allen noted that staff is required for the City's Human Resources function.

Council Member Sanchez inquired as to the retiree medical costs.

Mr. Allen reviewed the costs for the Purchasing Division. There were no changes proposed to that division. Mr. Allen also stated that staff was researching the impacts of the costs associated with the passage of certain health care laws.

Mr. Allen reviewed the Building Maintenance fund, which is ongoing maintenance of the main City facilities.

Mr. Dobrenen reviewed the Finance Department's projected budget.

Mr. Allen reviewed the Community Development Department's project budget.

Council Member Guerrero suggested an Assistant City Manager to assist with the Community Development Department.

Mr. Allen reviewed the Building and Safety Division's projected budget. He did state that the Associate Planner will be replaced with an Assistant Planner, which will result in a reduction in recurring expenses. He further reviewed the Engineering Division projected budget and the Community Events budget which has been significantly reduced. Everything has been removed except for Christmas and the Food Distribution Event.

In response to an inquiry from Council Member Oliva, Mr. Allen stated that the only reduction in Recreation was the Community Events.

MINUTES
CUDAHY CITY COUNCIL
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Mr. Allen reviewed the Public Works Department proposed budget. There is a reduction by removing the part time maintenance workers. They are recommending four full time streets workers; however, those positions are funded by the Gas Tax. Mr. Allen also spoke regarding the restructuring of the Department in terms of assigned duties.

Mr. Allen reviewed the Public Safety Division proposed budget.

Council Member Oliva inquired as to Warrants 37153 and 37144.

Council Member Guerrero affirmed that the City should reach out to vendors to provide support for certain City events.

Mr. Dobrenen reviewed the Capital Improvement Projects for the upcoming year, including those using Prop C funds, and various transportation related projects.

In response to an inquiry from Council Member Oliva, Mr. Allen affirmed that funding for bus stop shelters is from an outside source. Council Member Oliva expressed concerns regarding the fixed route service.

Council Member Guerrero inquired as to how much for salaries can be transferred to the Special Revenue Funds. Mr. Dobrenen noted that certain items can be looked at and brought back for review at the mid-year budget review.

Mr. Dobrenen reviewed the Special Revenue Funds, including AQMD and COPS funds. He explained that COPS funds must be spent for specific uses. Mr. Allen noted that the Assistant City Engineer will be bringing the appropriate assessment resolutions for the street lights to the City Council for action before August.

Mr. Dobrenen reviewed the options before the Council in terms of raising sales taxes, a Utility User Tax on commercial and/or residential users, and the effects of doing each incrementally. Many of these options have to go to a vote of the people in order to comply with Proposition 218.

Mr. Garcia stated that the City would definitely need to craft a campaign to educate the community in regard to Proposition 218 tax increases.

In response to an inquiry from Council Member Guerrero, Mr. Dobrenen noted that the City's consultant, HdL, ran a calculation based upon certain assumptions to ensure the projected numbers are accurate. Mr. Guerrero expressed concerns that increases in sales taxes may drive business away from the City. Council discussion ensued on the options available to increase revenues.

**MINUTES
CUDAHY CITY COUNCIL**

A Special Meeting to be held in the City Council Chambers,
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Mr. Allen inquired:

1. Inclusion of quarterly newsletter (\$30,000 allocation), he will research what the City will get
2. Special Election for term limits, identify the true cost of adding to the next election
3. Special Events – Halloween, Cinco de Mayo, Easter and how much to include in the budget

Council Member Guerrero made the following suggestions for the next draft of the budget:

1. Internship program, \$100,000 could fund approximately ten (10) interns
2. Changing Community Services Director to an Assistant City Manager (\$30,000 increase)
3. Community Recreation activities - \$50,000 to bring back community events taken out
4. Welcome signs (on the agenda)
5. Cost savings:
 - a. \$100,000 savings on legal by renegotiating the contract
 - b. \$100,000 on Sheriff's Department contract

Mayor Garcia made the following suggestions for the next draft of the budget:

1. \$20,000 youth internship program (40 employees at City Manager's disposal)
2. Community Liaison position
3. Increase salaries for Commissioners (stipend)
4. Sports Program (revamping, family discounts, and general programming enhancements)
5. Community enhancements (Atlantic Boulevard, welcome signs, graffiti removal company, revamp the Neighborhood Watch program)
6. Allocate more money to Clara Park enhancements

Council Member Sanchez made the following suggestions for the next draft of the budget:

1. Website and newsletter enhancements
2. Support for community gatherings
3. Increase for Commissioner stipends
4. Employee and intern enhancements

Mayor Garcia stated that \$500,000 for parks enhancements would make the City more competitive for grants.

Mr. Dobrenen commented on legislation that is proposed to increase the minimum wage.

Council Member Oliva made the following suggestions for the next draft of the budget:

**MINUTES
CUDAHY CITY COUNCIL**

A Special Meeting to be held in the City Council Chambers,
5240 Santa Ana Street, Cudahy, California
Wednesday – June 18, 2014 - 5:30 P.M.

1. Include a grant writer for application of various grants
2. Analyze the requirements for Commissioners prior to raising their stipend
3. Review the opportunities for interns to participate in the City
4. Employ an Assistant City Manager with economic development experience in order to make the City more business friendly.

Vice Mayor Markovich made the following suggestions for the next draft of the budget:

1. Using students to update the City's website
2. Reinsert the Community Events back into the budget

Mr. Dobrenen suggested July 8, 2014 for the next Budget Study Session.

Council Member Guerrero asked if one-time costs can be highlighted.

10E. Discussion item on Study Session dates for the City's Strategic Plan.

Henry Garcia, consultant, will work with Council Members to develop individual goals and then bring all together for a Saturday Strategic Plan meeting. It was suggested July 12, 2014 for the Strategic Plan Workshop.

11. CLOSED SESSION

City Attorney Isabel Birrueta announced that the City Council would recess to discuss Items A and B on the Closed Session Agenda. The City Attorney noted that both items are only for City Council discussion as the meeting was noticed as a City Council meeting only.

A. Closed Session pursuant to Government Code Section 54956.9(d) (2) and 54956.9(e) (1) - Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) Matter] - This Matter will be heard jointly by the Cudahy City Council and the Cudahy City Council.

**B. Closed Session Pursuant to Government Code Section 54957(b)(1) to Consider Public Employee Employment and conduct City Manager Interviews.
Title of Position under Consideration: City Manager**

City Attorney Report:

City Attorney Isabel Birrueta noted that the City Council/Agency met in Closed Session to discuss Items 11A and 11B on the Closed Session agenda. Direction was given to staff, no further action was taken, and there was nothing further to report.

12. ADJOURNMENT

MINUTES
CUDAHY CITY COUNCIL
A Special Meeting to be held in the City Council Chambers,
5240 Santa Ana Street, Cudahy, California
Wednesday – June 18, 2014 - 5:30 P.M.

There being no further business to come before the City Council/Agency, Mayor Garcia adjourned the meeting at 11:11 p.m.

MAYOR

ATTEST:

INTERIM CITY CLERK

APPROVED: August 5, 2014

**MINUTES
CUDAHY CITY COUNCIL**

A Special Meeting held in the City Council Chambers,
5240 Santa Ana Street, Cudahy, California
Wednesday – July 2, 2014 – 7:30 P.M.

1. CALL TO ORDER

Mayor Garcia called the meeting to order at 7:41 p.m.

2. ROLL CALL

The following Council Members were in attendance:

Council Member Guerrero
Council Member Oliva
Council Member Sanchez (Absent)
Vice Mayor Markovich
Mayor Garcia

3. INVOCATION - None

4. PLEDGE OF ALLEGIANCE – Led by Mayor Garcia

5. PUBLIC COMMENT

Mayor Garcia opened public comments.

There were no speakers and Mayor Garcia closed public comments.

6. CITY COUNCIL COMMENTS - None

7. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

Recommendation: *It is recommended that the City Council approve the waiver of full reading of Resolutions and Ordinances.*

Motion: A motion was made by Guerrero, seconded by Markovich, and carried (4 – 1) to approve the waiver of full reading of Resolution and Ordinances.

| | |
|-----------------|------------------------------------|
| AYES: | Guerrero, Oliva, Markovich, Garcia |
| NOES: | None |
| ABSENT: | Sanchez |
| ABSTAIN: | None |

8. PUBLIC HEARINGS - None

9. CONSENT CALENDAR - None

10. BUSINESS SESSION - None

11. CLOSED SESSION

Henry Garcia, Consultant, announced that City Council will adjourn to Closed Session at this time to discuss the item listed in the Closed Session agenda and read title to same.

A. Closed Session Item Pursuant to Government Code Section 54957(b)(1) to consider Public Employee Employment and conduct City Manager Interviews.

Title of Position Under Consideration: City Manager.

Henry Garcia, Consultant reported that no reportable action was taken by Council during Closed Session.

12. ADJOURNMENT

There being no further business to come before the City Council, Mayor Garcia adjourned the meeting at 9:50 p.m.

MAYOR

ATTEST:

INTERIM CITY CLERK

APPROVED: August 5, 2014



AGENDA REPORT

MEETING DATE: August 5, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Michael Allen, Acting City Manager

FROM: Didier Murillo, Planning Technician

TITLE: **ADOPTION OF THE LOCAL DEVELOPMENT REPORT (LDR) CERTIFYING THAT THE CITY OF CUDAHY MEETS THE CONFORMITY CRITERIA OF THE 2010 CONGESTION MANAGEMENT PROGRAM (CMP); AND APPROVAL OF RESOLUTION NO. 14-47**

RECOMMENDATION:

It is recommended that the City Council conduct a required Public Hearing and approve Resolution No. 14-47 adopting the 2014 Local Development Report (LDR) certifying that the City of Cudahy meets the conformance criteria of the current Congestion Management Program (CMP).

BACKGROUND/ DISCUSSION:

The CMP was enacted by the state legislature with the passage of Assembly Bill 471 (1989) as amended by Assembly Bills 1791 (1990), 1435 (1992), 3093 (1992), 1963 (1994). Addressing congestion relief and the diminishing quality of life occurring in many communities is the aim of passing of the CMP statute. With voter approval of Proposition 111, requirements of the CMP became effective in June 1990. Accordingly the Los Angeles Metropolitan Transportation Authority (MTA) is responsible for the administration of the CMP.

Tracking development activity and transportation improvements in the City of Cudahy are the requirements of the CMP. Thus, development activity is associated with debits and transportation improvements are linked with generating credits. Balancing the two factors is the intent. Also, jurisdictions are to adopt and submit to MTA a Local Development Report (LDR), which states the City's positive balance. Those jurisdictions with a negative balance are in non-compliance with the CMP, which may result in the withholding of gas tax revenues or eligibility for transportation grant funds.

Demonstrating that the City of Cudahy complies with the requirements of the CMP is the purpose of the LDR. According to the CMP, the LDR must include:

- Resolution of Compliance
- Deficiency Plan Summary
- New Development Activity Report
- Transportation Improvement Credit Claims

ATTACHMENTS:

- 2014 LDR Impact Form
- Resolution No. 14-47

Contact: Michael Allen
Phone Number: 323-773-5143

**CONGESTION MANAGEMENT PROGRAM
FOR LOS ANGELES COUNTY**

2014 DEFICIENCY PLAN SUMMARY

*** IMPORTANT: All "#value!" cells on this page are automatically calculated.
Please do not enter data in these cells.**

DEVELOPMENT TOTALS

RESIDENTIAL DEVELOPMENT ACTIVITY

Dwelling Units

| | |
|---------------------------|------|
| Single Family Residential | 0.00 |
| Multi-Family Residential | 0.00 |
| Group Quarters | 0.00 |

COMMERCIAL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

| | |
|---------------------------------------|------|
| Commercial (less than 300,000 sq.ft.) | 0.00 |
| Commercial (300,000 sq.ft. or more) | 0.00 |
| Freestanding Eating & Drinking | 0.00 |

NON-RETAIL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

| | |
|----------------------------------|------|
| Lodging | 0.00 |
| Industrial | 0.00 |
| Office (less than 50,000 sq.ft.) | 0.00 |
| Office (50,000-299,999 sq.ft.) | 0.00 |
| Office (300,000 sq.ft. or more) | 0.00 |
| Medical | 0.00 |
| Government | 0.00 |
| Institutional/Educational | 0.00 |
| University (# of students) | 0.00 |

OTHER DEVELOPMENT ACTIVITY

Daily Trips

| | |
|---------------------|------|
| ENTER IF APPLICABLE | 0.00 |
| ENTER IF APPLICABLE | 0.00 |

EXEMPTED DEVELOPMENT TOTALS

| | |
|--|---|
| Exempted Dwelling Units | 0 |
| Exempted Non-residential sq. ft. (in 1,000s) | 0 |

City of Cudahy
2014 CMP Local Development Report
Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Date Prepared: August 1, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 1: NEW DEVELOPMENT ACTIVITY

RESIDENTIAL DEVELOPMENT ACTIVITY

| Category | Dwelling Units |
|---------------------------|----------------|
| Single Family Residential | 0.00 |
| Multi-Family Residential | 0.00 |
| Group Quarters | 0.00 |

COMMERCIAL DEVELOPMENT ACTIVITY

| Category | 1,000 Gross Square Feet |
|---------------------------------------|-------------------------|
| Commercial (less than 300,000 sq.ft.) | 0.00 |
| Commercial (300,000 sq.ft. or more) | 0.00 |
| Freestanding Eating & Drinking | 0.00 |

NON-RETAIL DEVELOPMENT ACTIVITY

| Category | 1,000 Gross Square Feet |
|----------------------------------|-------------------------|
| Lodging | 0.00 |
| Industrial | 0.00 |
| Office (less than 50,000 sq.ft.) | 0.00 |
| Office (50,000-299,999 sq.ft.) | 0.00 |
| Office (300,000 sq.ft. or more) | 0.00 |
| Medical | 0.00 |
| Government | 0.00 |
| Institutional/Educational | 0.00 |
| University (# of students) | 0.00 |

OTHER DEVELOPMENT ACTIVITY

| Description (Attach additional sheets if necessary) | Daily Trips (Enter "0" if none) |
|--|------------------------------------|
| ENTER IF APPLICABLE | 0.00 |
| ENTER IF APPLICABLE | 0.00 |

City of Cudahy
2014 CMP Local Development Report
Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Date Prepared: August 1, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 2: NEW DEVELOPMENT ADJUSTMENTS

IMPORTANT: Adjustments may be claimed only for 1) development permits that were both issued and revoked, expired or withdrawn during the reporting period, and 2) demolition of any structure with the reporting period.

RESIDENTIAL DEVELOPMENT ADJUSTMENTS

| Category | Dwelling Units |
|---------------------------|----------------|
| Single Family Residential | 0.00 |
| Multi-Family Residential | 0.00 |
| Group Quarters | 0.00 |

COMMERCIAL DEVELOPMENT ACTIVITY

| Category | 1,000 Gross Square Feet |
|---------------------------------------|-------------------------|
| Commercial (less than 300,000 sq.ft.) | 0.00 |
| Commercial (300,000 sq.ft. or more) | 0.00 |
| Freestanding Eating & Drinking | 0.00 |

NON-RETAIL DEVELOPMENT ACTIVITY

| Category | 1,000 Gross Square Feet |
|----------------------------------|-------------------------|
| Lodging | 0.00 |
| Industrial | 0.00 |
| Office (less than 50,000 sq.ft.) | 0.00 |
| Office (50,000-299,999 sq.ft.) | 0.00 |
| Office (300,000 sq.ft. or more) | 0.00 |
| Medical | 0.00 |
| Government | 0.00 |
| Institutional/Educational | 0.00 |
| University (# of students) | 0.00 |

OTHER DEVELOPMENT ACTIVITY

| Description (Attach additional sheets if necessary) | Daily Trips (Enter "0" if none) |
|--|------------------------------------|
| ENTER IF APPLICABLE | 0.00 |
| ENTER IF APPLICABLE | 0.00 |

City of Cudahy
2014 CMP Local Development Report
Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Date Prepared: August 1, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 3: EXEMPTED DEVELOPMENT ACTIVITY
(NOT INCLUDED IN NEW DEVELOPMENT ACTIVITY TOTALS)

| | | |
|--|--------------------------------|-------------------------|
| Low/Very Low Income Housing | <input type="text" value="0"/> | Dwelling Units |
| High Density Residential Near Rail Stations | <input type="text" value="0"/> | Dwelling Units |
| Mixed Use Developments Near Rail Stations | <input type="text" value="0"/> | 1,000 Gross Square Feet |
| | <input type="text" value="0"/> | Dwelling Units |
| Development Agreements Entered into Prior to July 10, 1989 | <input type="text" value="0"/> | 1,000 Gross Square Feet |
| | <input type="text" value="0"/> | Dwelling Units |
| Reconstruction of Buildings Damaged due to "calamity" | <input type="text" value="0"/> | 1,000 Gross Square Feet |
| | <input type="text" value="0"/> | Dwelling Units |
| Reconstruction of Buildings Damaged in Jan. 1994 Earthquake | <input type="text" value="0"/> | 1,000 Gross Square Feet |
| | <input type="text" value="0"/> | Dwelling Units |
| Total Dwelling Units | <input type="text" value="0"/> | |
| Total Non-residential sq. ft. (in 1,000s) | <input type="text" value="0"/> | |

Page 4

Exempted Development Definitions:

1. Low/Very Low Income Housing: As defined by the California Department of Housing and Community Development as follows:
 - Low-Income: equal to or less than 80% of the County median income, with adjustments for family size.
 - Very Low-Income: equal to or less than 50% of the County median income, with adjustments for family size.
2. High Density Residential Near Rail Stations: Development located within 1/4 mile of a fixed rail passenger station and that is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre is automatically considered high density.
3. Mixed Uses Near Rail Stations: Mixed-use development located within 1/4 mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing.
4. Development Agreements: Projects that entered into a development agreement (as specified under Section 65864 of the California Government Code) with a local jurisdiction prior to July 10, 1989.
5. Reconstruction or replacement of any residential or non-residential structure which is damaged or destroyed, to the extent of > or = to 50% of its reasonable value, by fire, flood, earthquake or other similar calamity.
6. Any project of a federal, state or county agency that is exempt from local jurisdiction zoning regulations and where the local jurisdiction is precluded from exercising any approval/disapproval authority. These locally precluded projects do not have to be reported in the LDR.

RESOLUTION NO. 14-47

A RESOLUTION OF THE CITY OF CUDAHY, CALIFORNIA, FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

WHEREAS: CMP statute requires the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), acting as the Congestion Management Agency for Los Angeles County, to annually determine that the County and cities within the County are conforming to all CMP requirements; and

WHEREAS: LACMTA requires submittal of the CMP Local Development Report by September 1 of each year; and

WHEREAS: The City Council held a noticed public hearing on July 15, 2014.

NOW THEREFORE, based upon the above recitals, the City Council of the City of Cudahy, California, does hereby find, determine and resolve as follows:

Section 1: That the City has taken all of the following actions, and that the City is in conformance with all applicable requirements of the 2010 CMP adopted by the LACMTA Board on October 28, 2010.

The City has locally adopted and continues to implement a transportation demand management ordinance, consistent with the minimum requirements identified in the CMP Transportation Demand Management chapter.

The City has locally adopted and continues to implement a land use analysis program, consistent with the minimum requirements identified in the CMP Land Use Analysis Program chapter.

The City has adopted a Local Development Report, attached hereto and made a part hereof, consistent with the requirements identified in the 2010 CMP. This report balances traffic congestion impacts due to growth within the City with transportation improvements, and demonstrates that the City is meeting its responsibilities under the Countywide Deficiency Plan consistent with the LACMTA Board adopted 2003 Short Range Transportation Plan.

Section 2: That the City Clerk shall certify to the adoption of this Resolution and shall forward a copy of this Resolution to the Los Angeles County Metropolitan Transportation Authority.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 5th day of August, 2014 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN

CHRIS GARCIA, MAYOR

ATTEST:

DONNA SCHWARTZ – INTERIM CITY CLERK

APPROVED AS TO FORM:

ISABEL BIRRUETA – CITY ATTORNEY



AGENDA REPORT

MEETING DATE: August 5, 2014

TO: Honorable City Council Members

THROUGH: Michael Allen, Acting City Manager

FROM: Community Development Department
Aaron Hernandez, Assistant City Engineer

SUBJECT: **Street Lighting Assessment for Fiscal Year 2014-2015**

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the attached Resolution No. 14-50, a Resolution of the City Council of the City of Cudahy Memorializing a Public Hearing and Levying the Annual Assessment to Maintain the City of Cudahy Street Lighting District; and
2. Direct staff to forward the Resolution to the Los Angeles County Assessor.

BACKGROUND:

The City of Cudahy has a Street Lighting Assessment District formed pursuant to the Landscaping and Lighting Act of 1972, Streets and Highways Code §§ 22500. Annual levies on the properties within the Assessment District fund the ongoing maintenance of street lights in the City.

The Landscaping and Lighting Act requires the City to hold a public hearing to consider the levy of the annual assessment prior to approving the levy. Following the public hearing, the City Council must consider and approve the levy (passing a resolution and providing it to the County Assessor) before August 10 each year. Streets and Highways Code § 22625.

NOTICING PROCEDURE:

A Public Hearing Notice was duly published in the Daily Breeze, a local newspaper of general circulation.

LEGAL REQUIREMENTS / ANALYSIS

Consistent with the provisions of Streets and Highways Code section 22623, the City Council approved the Engineer's Report at its July 15, 2014 meeting. This Report calculates the amount needed to maintain the City's street lights for fiscal year 2014-2015. The Council also passed a resolution of intention to levy the assessment at its July 15, 2014 meeting, pursuant to Streets and Highways Code section 22624.

Pursuant to Streets and Highways Code section 22626(a), the Council directed staff to publish the resolution of intention and provide notice of a public hearing on the assessment to take place at today's meeting. The resolution and notice were published on July 25, 2014.

To collect the funds for street light maintenance, the City Council must consider and approve the levy following a duly noticed public hearing, by passing a resolution and providing it to the County Assessor before August 10 each year. Streets and Highways Code § 22625. Accordingly, the City Council would need to approve the assessment at today's meeting.

FISCAL IMPACT

This action will not impact the City's general fund. Consistent with the provisions of the Streets and Highways Code, the City has included the costs of administering the assessment, and publishing notice of the public hearing in the total amount of the assessment. See Streets and Highways Code § 22526 (defining incidental expenses).

ENVIRONMENTAL DETERMINATION

This Resolution is not a project subject to the California Environmental Quality Act, Public Resources Code §§ 21000 et seq., "CEQA" and its implementing regulations, 14 Cal. Code Regs. §§ 15000 et seq. (the "CEQA Guidelines"), as it will not result in a direct or reasonably foreseeable indirect physical change to the environment. Rather, this Resolution maintains current conditions in the City. §§ 15060(c)(2)-(3), 15378.

ATTACHMENTS

Resolution No. 14-50
Proof of Publication
Resolution of Intention 14-49 (Adopted on July 15, 2014)

RESOLUTION NO. 14-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY MEMORIALIZING A PUBLIC HEARING AND LEVYING THE ANNUAL ASSESSMENT TO MAINTAIN THE CITY OF CUDAHY STREET LIGHTING DISTRICT

WHEREAS, the City of Cudahy has a Lighting Assessment District formed pursuant to the Landscaping and Lighting Act of 1972, Streets and Highways Code §§ 22500; and

WHEREAS, annual levies on the properties within the Assessment District fund the ongoing maintenance of street lights in the City; and

WHEREAS, the amount of the Assessment must be based on an Engineer's Report; and

WHEREAS, the City Council approved the Engineer's Report at its July 15, 2014 meeting; and

WHEREAS, the City Council adopted a resolution of intention to levy the assessment at its July 15, 2014 meeting; and

WHEREAS, the City Clerk published and posted the resolution of intention and a notice of public hearing on July 25, 2014; and

WHEREAS, the City published notice of the public hearing 10 days prior to the public hearing in accordance with Streets and Highway Code sections 22625, 22626, 22552 and 22553 and Government Code section 6061 in a newspaper with general circulation.

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

SECTION 1. On August 5, 2014, the City Council of the City of Cudahy held a duly noticed public hearing to levy and collect assessments within the City of Cudahy Street Lighting District for fiscal year 2014-2015, consistent with the provisions of the Landscape and Lighting Act of 1972.

SECTION 2. The Assessment for 2014-2015 will fund ongoing maintenance of existing improvements to the City's street lights. The existing improvements in the Assessment District consist of street lamps that have been installed City-wide. The planned annual maintenance paid for by this year's assessment includes the day-to-day replacement and repair of damaged street lighting.

SECTION 3. The boundaries of the City of Cudahy Street Lighting District are coterminous with the boundaries of the City, but do not include any publicly owned parcels.

SECTION 4. Prior to the public hearing, the City provided an opportunity for written objections to the assessment to be filed with the City Clerk. During the public hearing, the City provided an opportunity for anyone opposed to the assessment to voice an objection.

SECTION 5. The City Council has considered the Engineer's Report, the Resolution of Intention, and the input of the public at the duly noticed public hearing and hereby levies the assessment for fiscal year 2014-2015 on the affected properties as proposed in the Engineer's Report.

SECTION 6. Consistent with Streets and Highways Code section 22631, staff is directed to provide a copy of the Engineer's Report, Resolution of Intention, proof of publication, and this Resolution to the County Assessor to levy the assessment on the affected parcels.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 5th day of August, 2014, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Chris Garcia, Mayor

ATTEST:

**Donna Schwartz,
Interim City Clerk**

APPROVED AS TO FORM

**Isabel Birrueta, Esq.,
Assistant City Attorney**

RESOLUTION NO. 14-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING THE CITY ENGINEER'S REPORT AND DECLARING THE INTENTION OF THE CITY COUNCIL TO HOLD A PUBLIC HEARING AND LEVY THE ANNUAL ASSESSMENT TO MAINTAIN THE CITY OF CUDAHY STREET LIGHTING DISTRICT

WHEREAS, the City of Cudahy has a Lighting Assessment District formed pursuant to the Landscaping and Lighting Act of 1972, Streets and Highways Code §§ 22500; and

WHEREAS, an Engineer's Report is required to be prepared and filed each year outlining the proposed budget and assessment, the proposed improvements to be maintained and the changes to the Assessment District in order to levy and collect assessments on any following fiscal year; and

WHEREAS, the City Council intends to levy and collect assessments from the parcels within the Assessment District during the following fiscal year 2014/15, located within the City of Cudahy; and

WHEREAS, annual levies on the properties within the Assessment District fund the ongoing maintenance of street lights in the City; and

WHEREAS, the amount of the Assessment must be based on an Engineer's Report; and

WHEREAS, the City Engineer has submitted a report for consideration by the City Council; and

WHEREAS, prior to levying an assessment on the properties in the District, the City Council must adopt and publish a resolution of intention to levy the assessment and notice and hold a public hearing on the assessment; and

WHEREAS, this Resolution is adopted pursuant to Section 2264 of the State of California, Streets and Highways Code.

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

SECTION 1. It is the intent of the City Council of the City of Cudahy to levy and collect assessments within the City of Cudahy Street Lighting District for fiscal year 2014-2015. This Resolution 14-49, is a resolution of intention, consistent with the provisions of the Landscape and Lighting Act of 1972.

SECTION 2. The Assessment for 2014-2015 will fund ongoing maintenance of existing improvements to the City's street lights. The existing improvements in the Assessment District consist of street lamps that have been installed City-wide. The planned annual maintenance paid for by this year's assessment includes the day-to-day replacement and repair of damaged street lighting.

SECTION 3. The boundaries of the City of Cudahy Street Lighting District are coterminous with the boundaries of the City, but do not include any publicly owned parcels.

SECTION 4. The City Council has considered and approves the Report entitled Street Lighting Assessment District Engineering Report FY 2014/2015, prepared by the City Engineer. The report contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district. The Report is a public record of the City and staff is directed to maintain a copy of the report on file in the Office of the City Clerk.

SECTION 5. The City Council will hold a public hearing to consider the levy of the assessment on or about 6:30 p.m. on August 5, 2014 at the City Council Chamber, 5240 Santa Ana St., Cudahy, CA 90201.

SECTION 6. Staff is directed to publish notice of the public hearing on or before July 25, 2014. Staff shall publish the notice at least one time in a newspaper of general circulation, and shall post the notice in at least three (3) places in the City.

SECTION 7. Staff is directed to publish a copy of this resolution of intention consistent with the provisions of Streets and Highways Code 22626.

SECTION 8. The City Engineer's Report provides the basis for the proposed assessment for fiscal year 2014-2015. The proposed assessment is \$85,000. This amount was estimated based on the actual expenses for FY 2013/14. Further, the City is using the same methodology to calculate the assessment amount on each parcel in the assessment district as it did in fiscal year 2013-2014. Accordingly, there is no increase in the proposed assessment for fiscal year 2014-2015.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 15th day of July, 2014.

Chris Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Carrie Gallagher
Interim City Clerk

Isabel Birrueta
Assistant City Attorney

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

I, Carrie Gallagher, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 14-49 was passed and adopted by the City Council of the City of Cudahy at a regular meeting held on the 15th day of July, 2014 and that said Resolution was adopted by the following vote to-wit:

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

NOES:

ABSENT:

ABSTAIN

Carrie Gallagher,
Interim City Clerk



AGENDA REPORT

MEETING DATE: August 5, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Michael Allen, Acting City Manager

FROM: Jennifer Hernandez, Acting Human Resources Specialist

TITLE: **Consideration to Approve Agreement Between the City of Cudahy and Government Staffing Services, Inc. for Interim City Clerk Services.**

RECOMMENDATION: It is recommended that the City Council approve the agreement between the City of Cudahy and Government Staffing Services, Inc. (MuniTemps) for the Interim City Clerk Services. (Draft Agreement prepared by City Attorney attached Exhibit A)

SUMMARY: In light of the recent vacancy of the Interim City Clerk Position, MuniTemps has provided city clerk services to the City of Cudahy. The City intends to solicit for this position. A timeline for the recruitment process is currently being established. The recruitment process for a permanent City Clerk is expected to reach completion prior to the conclusion of the calendar year.

DISCUSSION: In the interim, a consultant has been brought on to perform Interim City Clerk Services in support of the City Clerk's Office and the City Council/Successor Agency/Cudahy Housing Authority (any legislative body for which 5 people serve) and interim services in support of the Oversight Board which includes preparation of minutes.

FISCAL IMPACT: The consultant fee is \$59.75 per hour to perform Interim City Clerk services to City Council/Successor Agency/Cudahy Housing Authority (any legislative body for which 5 people serve) and interim services in support of the Oversight Board.

ATTACHMENTS:

Executed Agreement for Temporary Services between the City of Cudahy and Government Staffing Services (dba. MuniTemps).

Agreement for Temporary Services between the City of Cudahy and Government Staffing Services (dba. MuniTemps).

2014

AGREEMENT FOR TEMPORARY CONTRACT SERVICES
(Engagement: Interim City Clerk Services)
(Parties: Government Staffing Services, Inc. and the City of Cudahy)

THIS 2014 AGREEMENT FOR TEMPORARY CONTRACT SERVICES ("Agreement") by and between the CITY OF CUDAHY, a municipal corporation and general law city ("CITY") and Government Staffing Services, Inc. dba MuniTemps (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

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 Donna Schwartz ("Assigned Employee") who possess 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. 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, Staffing Firm/Assigned Employee agree to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Work"). Staffing Firm/Assigned Employee further agree to furnish to CITY all labor, 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

forementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." Neither Staffing Firm nor anyone acting on Staffing Firm'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 the Assigned Employee 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 each Assigned Employee 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 July 24, 2014, and shall end on August 24, 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 declines to extend the engagement. 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 AND MEETINGS, CONFERENCES AND SPECIAL FUNCTIONS.** Section 4.1 notwithstanding, Assigned Employee, as directed by the City staff, 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. For each meeting Assigned Employee is required attend, their time shall be billed and compensated at the hourly rate set forth in this Agreement.

4.2 **RESTRICTION ON HOURS WORKED:** The Term of this Agreement and the provisions of Section 4.1 notwithstanding, in no event may any Assigned Employee's total hours worked under this Agreement exceed more than 1,000 hours during any single fiscal year. Assigned Employee shall maintain a log of Assigned Employee'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 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 each Assigned Employee provides in performance of the Work. Each Assigned Employee shall not exceed Twenty (20) hours per a work week, unless authorized by the City Manager. The Assigned Employee shall be billed out at an hourly rate of Seventy Five Dollars per hour (\$59.75/hour) (hereinafter "Hourly Rate").
- B. Paragraph (A) of this Article 5 notwithstanding Staffing Firm/Assigned Employee's total compensation may not exceed FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) (hereinafter, the "Contract Price").
- C. CITY shall pay Staffing Firm at the Hourly Rate in a bi-weekly format to run simultaneous to employee payroll as the Assigned Employee 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 Assigned Employees may incur certain expenses of a non-personal nature in the performance of Assigned Employees' duties under this Agreement. CITY agrees to reimburse or to pay for an amount not to exceed Three Hundred Dollars (\$300.00) per month for such business expense incurred by Assigned Employees in the performance of Assigned Employees' 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, Assigned Employees 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 Assigned Employees are billed out on an hourly basis, the Parties acknowledge, understand and agree that Assigned Employee need not be enrolled under CalPERS.

6.2 Assigned Employees acknowledge, understand and agree that the Assigned Employee is not a regular employee of the CITY and 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 waive 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 attorneys' 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.

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 Assigned Employees' performance of the various services, functions, duties and tasks set forth under the Agreement as described below. Throughout the term of the Agreement, the Staffing Firm shall procure and maintain the following policies of insurance:

- A. **Workers' Compensation Insurance/Employer's Liability Insurance:** Assigned Employees 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, Assigned Employees shall procure and maintain Errors and Omissions Liability Insurance appropriate to Assigned Employees' 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

Assigned Employee 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 Assigned Employee while performing Assigned Employee'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 Assigned Employee in connection with the performance of this Agreement shall be held confidential by Assigned Employee to the extent permitted by applicable law. Such materials shall not, without CITY's prior written consent, be used by Assigned Employee for any purposes other than the performance of Assigned Employee's duties.

ARTICLE 11. TERMINATION FOR CONVENIENCE

11.1 TERMINATION FOR CONVENIENCE. Staffing Firm/Assigned Employee shall serve at the pleasure of the City Council. Staffing Firm/Assigned Employee'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. Staffing Firm/Assigned Employee 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 Staffing Firm/Assigned Employee's engagement.

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

11.4 NO SEVERANCE PAY. Assigned Employee 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 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 Staffing Firm/Assigned Employee's performance under this Agreement pending Staffing Firm/Assigned Employee's cure of any Event of Default by giving Staffing Firm/Assigned Employee written notice of CITY's intent to suspend Staffing Firm/Assigned Employee'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/Assigned Employee 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/Assigned Employee, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to Staffing Firm/Assigned Employee, 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/Assigned Employee'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/Assigned Employee'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/Assigned Employee'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/Assigned Employee under this Agreement for services rendered.

ARTICLE 13. CONDITIONS OF CONSULTANT'S SERVICES

13.1 **CONFLICT-OF-INTEREST.** CITY shall direct Staffing Firm/Assigned Employee to sign a separate writing stating the following obligations: Staffing Firm/Assigned Employee 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. Staffing Firm/Assigned Employee 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.** Staffing Firm/Assigned Employee shall provide for 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 Assigned Employees' 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: Michael Allen, Interim City Manager
5220 Santa Ana Street
Cudahy, California 90201

Staffing Firm's Address:
Government Staffing Services, Inc.
John Herrera, President
P.O. Box 718
Imperial Beach, CA 91933
Phone: 866-406-6864

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

14.3 BACKGROUND CHECK. Within three (3) calendar days of the effective date of this Agreement, Assigned Employees shall contact the City's Human Resources Department to schedule a LiveScan fingerprinting. Assigned Employee 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 payment rates incorporated herein and attached hereto as "Exhibit A," is intended to be the final, complete, and exclusive statement of the terms of Staffing Firm/Assigned Employees' 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/Assigned Employees, 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/Assigned Employee 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/Assigned Employee shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to Staffing Firm/Assigned Employee, 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 its 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 acknowledges that it has had the opportunity to consult legal counsel with 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, the Parties have caused this Agreement to be signed and executed on the date first indicated above.

CITY OF CUBAHT

**Government Staffing Services, Inc., DBA
MunTemp.**

By: Michael Allen
Michael Allen,
Interim City Manager

By: John Herrera
John Herrera
President

Date: 7/24/14

Date: 07/24/2014

APPROVED AS TO FORM:

By: Rick R. Olivares
Rick R. Olivares,
City Attorney

EXHIBIT "A"

**(Scope of Work)
See Attached**

TEMP STAFFING REQUEST



Head Office: 10000 Wilshire Blvd, Suite 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-490-6678
Website: www.municipal-staffing.com

| | | |
|---------------------|-----------------------|-----------------------------|
| Municipality: | City of Cudahy | Notes |
| Client Contact: | Jennifer Hernandez | Human Resources Manager |
| Temp Position: | City Clerk | DORIS SCHWARTZ |
| Bill Rate per Hour: | \$69.75 | |
| Hours per Week: | No less than 20 hours | |
| Start Date: | ASAP | |
| Expected Duration: | 3-4 months | Depending on Needs of City. |

Authorized Signature: 
City Representative

If CITY uses the services of Doris Schwartz as its direct employee, as an independent contractor, or through any person or firm other than Municipal Staffing Solutions, CITY must notify Municipal Staffing Solutions in writing within 180 days of any assignment of Doris Schwartz to CITY from Municipal Staffing Solutions. CITY must notify Municipal Staffing Solutions and pay a bump sum equal to (a) 5% of the annual salary of Doris Schwartz if that Employee has worked a minimum of 950 hours or (b) 10% of the annual salary of Doris Schwartz if that Employee has worked less than 950 hours for CITY.

Job Description

The interim City Clerk will provide professional City Clerk-related services in all functional areas including, but not limited to: agenda development/management process (City Council), minutes (date forward only), records management, Public Records Act requests, contract management and Fair Political Practices Commission/Political Reform Act Filings

2014
AGREEMENT FOR TEMPORARY CONTRACT SERVICES
(Engagement: Interim City Clerk Services)
(Parties: Government Staffing Services, Inc. and the City of Cudahy)

THIS 2014 AGREEMENT FOR TEMPORARY CONTRACT SERVICES (“Agreement”) by and between the CITY OF CUDAHY, a municipal corporation and general law city (“CITY”) and Government Staffing Services, Inc. dba MuniTemps (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

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 Donna Schwartz (“Assigned Employee”) who possess 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. 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, Staffing Firm/Assigned Employee agree to perform the services and tasks set forth in Exhibit “A” (hereinafter referred to as the “Scope of Work”). Staffing Firm/Assigned Employee further agree to furnish to CITY all labor, 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 Staffing Firm nor anyone acting on Staffing Firm'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 the Assigned Employee 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 each Assigned Employee 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 August 5, 2014 and shall end on December 5, 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 declines to extend the engagement. 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 AND MEETINGS, CONFERENCES AND SPECIAL FUNCTIONS. Section 4.1 notwithstanding, Assigned Employee, as directed by the City staff, 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. For each meeting Assigned Employee is required attend, their time shall be billed and compensated at the hourly rate set forth in this Agreement.

4.2 RESTRICTION ON HOURS WORKED: The Term of this Agreement and the provisions of Section 4.1 notwithstanding, in no event may any Assigned Employee's total hours worked under this Agreement exceed more than 1,000 hours during any single fiscal year. Assigned Employee shall maintain a log of Assigned Employee'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 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 each Assigned Employee provides in performance of the Work. Each Assigned Employee shall not exceed Forty (40) hours per a work week, unless authorized by the City Manager. The Assigned Employee shall be billed out at an hourly rate of Fifty-Nine Dollars per hour (\$59.75/hour) (hereinafter "Hourly Rate").
- B. CITY shall pay Staffing Firm at the Hourly Rate in a bi-weekly format to run simultaneous to employee payroll as the Assigned Employee 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 Assigned Employees may incur certain expenses of a non-personal nature in the performance of Assigned Employees' duties under this Agreement. CITY agrees to reimburse or to pay for an amount not to exceed Three Hundred Dollars (\$300.00) per month for such business expense incurred by Assigned Employees in the performance of Assigned Employees' 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, Assigned Employees 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 Assigned Employees are billed out on an hourly basis, the Parties acknowledge, understand and agree that Assigned Employee need not be enrolled under CalPERS.

6.2 Assigned Employees acknowledge, understand and agree that the Assigned Employee is not a regular employee of the CITY and 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 waive 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 attorneys' 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.

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 Assigned Employees' performance of the various services, functions, duties and tasks set forth under the Agreement as described below. Throughout the term of the Agreement, the Staffing Firm shall procure and maintain the following policies of insurance:

- A. Workers' Compensation Insurance/Employer's Liability Insurance: Assigned Employees 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, Assigned Employees shall procure and maintain Errors and Omissions Liability Insurance appropriate to Assigned Employees' 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

Assigned Employee 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 Assigned Employee while performing Assigned Employee'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 Assigned Employee in connection with the performance of this Agreement shall be held confidential by Assigned Employee to the extent permitted by applicable law. Such materials shall not, without CITY's prior written consent, be used by Assigned Employee for any purposes other than the performance of Assigned Employee's duties.

ARTICLE 11. TERMINATION FOR CONVENIENCE

11.1 **TERMINATION FOR CONVENIENCE.** Staffing Firm/Assigned Employee shall serve at the pleasure of the City Council. Staffing Firm/Assigned Employee'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.** Staffing Firm/Assigned Employee 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 Staffing Firm/Assigned Employee's engagement.

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

11.4 **NO SEVERANCE PAY.** Assigned Employee 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 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 Staffing Firm/Assigned Employee's performance under this Agreement pending Staffing Firm/Assigned Employee's cure of any Event of Default by giving Staffing Firm/Assigned Employee written notice of CITY's intent to suspend Staffing Firm/Assigned Employee'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/Assigned Employee 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/Assigned Employee, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to Staffing Firm/Assigned Employee, 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/Assigned Employee'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/Assigned Employee'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/Assigned Employee'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/Assigned Employee under this Agreement for services rendered.

ARTICLE 13. CONDITIONS OF CONSULTANT'S SERVICES

13.1 CONFLICT-OF-INTEREST. CITY shall direct Staffing Firm/Assigned Employee to sign a separate writing stating the following obligations: Staffing Firm/Assigned Employee 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. Staffing Firm/Assigned Employee 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. Staffing Firm/Assigned Employee shall provide for 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 Assigned Employees' 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: Michael Allen, Interim City Manager
5220 Santa Ana Street
Cudahy, California 90201

Staffing Firm's Address:

Government Staffing Services, Inc.
John Herrera, President
P.O. Box 718
Imperial Beach, CA 91933
Phone: 866-406-6864

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

14.3 BACKGROUND CHECK. Within three (3) calendar days of the effective date of this Agreement, Assigned Employees shall contact the City's Human Resources Department to schedule a LiveScan fingerprinting. Assigned Employee 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 payment rates incorporated herein and attached hereto as "Exhibit A," is intended to be the final, complete, and exclusive statement of the terms of Staffing Firm/Assigned Employees' 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/Assigned Employees, 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/Assigned Employee 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/Assigned Employee shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to Staffing Firm/Assigned Employee, 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 its 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 acknowledges that it has had the opportunity to consult legal counsel with 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, the Parties have caused this Agreement to be signed and executed on the date first indicated above.

CITY OF CUDAHY

**Government Staffing Services, Inc., DBA
MuniTemps.**

By: _____
Chris Garcia,
Mayor

By: _____
John Herrera
President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Isabel Birrueta,
City Attorney

EXHIBIT "A"

**(Scope of Work)
See Attached**

TEMP STAFFING REQUEST



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

| | | |
|----------------------------|-----------------------|-----------------------------|
| Municipality: | City of Cudahy | Notes |
| Client Contact: | Jennifer Hernandez | Human Resources Manager |
| Temp Position: | City Clerk | Donna Schwartz |
| Bill Rate per Hour: | \$59.75 | |
| Hours per Week: | No less than 20 hours | |
| Start Date: | ASAP | |
| Expected Duration: | 3-4 months | Depending on Needs of City. |

Authorized Signature: 
City Representative

If CITY uses the services of Donna Schwartz as its direct employee, as an independent contractor, or through any person or firm other than MuniTemp during or within 183 days after any assignment of the Donna Schwartz to CITY from MuniTemp, CITY must notify MuniTemp and pay a lump sum equal to (a) 9% of the annual salary of Donna Schwartz if that Employee has worked a minimum of 660 hours or (b) 18% of the annual salary of Donna Schwartz if the Employee has worked less than 660 hours for CITY.

Job Description

The Interim City Clerk will provide professional City Clerk-related services in all functional areas including, but not limited to: agenda development/management process (City Council), minutes (date forward only), records management, Public Records Act requests, contract management, and Fair Political Practices Commission/Political Reform Act Filings



AGENDA REPORT

MEETING DATE: August 5, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Michael Allen, Acting City Manager

FROM: Henry Garcia, Consultant

TITLE: **Proposed Preparation of a Long-Range Property Management Plan**

RECOMMENDATION:

Approve a contract with Urban Futures, Inc. to prepare a Long-Range Property Management Plan (LRPMP) for the Successor Agency. Urban Futures, Inc. has a proven track record of providing services to over 28 successor agencies.

HISTORY:

On April 1, 2014, the Successor Agency informed Urban Futures, Inc. that they had been retained to carry out data gathering and perform an assessment component (Phase I) of preparing a LRPMP. On July 1, 2014, Urban Futures, Inc. provided the Successor Agency with a status update with respect to the Phase I, and recommended that the Successor Agency authorize the second phase of the LRPMP.

The consultant is recommending the City Council enter into the attached agreement and scope of work to begin Phase 2.

SUMMARY:

Urban Futures, Inc. is proposing their contract be for \$25,000. In addition, to the extent that the services required to prepare the LRPMP will exceed the initial authorization level, Urban Futures, Inc. will request appropriate supplemental budget authority. While the initial scope of work suggests it will take up to four months to complete the LRPMP and submit the document to the Department of Finance (DOF). After a recent meeting with the City Manager and the Cudahy executive team, the filing of the document will be more than likely be in February of 2015, due of the complexity of the project.

ATTACHMENTS:

- Urban Futures Proposal dated 7/14/2014
- Professional Services Agreement between the City of Cudahy and Urban Futures

UFI URBAN FUTURES | Incorporated

July 14, 2014

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

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

Dear Mr. Allen:

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

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

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

Sincerely,
URBAN FUTURES, INC.



MICHAEL P. BUSCH
President & CEO

MPB:nmb

Enclosure

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

Background

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

Scope of Work

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

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

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

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

- If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county.
- If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in the immediately foregoing bullet item, the proceeds from the sale shall be distributed as property tax to the taxing entities.
- Property shall not be transferred to a successor agency, city, county, or city and county, unless the LRPMP has been approved by the Oversight Board and the Department of Finance ("DOF").

- C. Provide any other related service required to prepare and/or process the LRPMP for approval, which will include, but not be limited to the preparation of Successor Agency and Oversight Board staff reports and resolutions, providing oral presentations to the Successor Agency, the Oversight Board and, as needed, the DOF, and participation in informal discussions and communications with the DOF with respect to the LRPMP. Further, UFI will make any revisions to the LRPMP resulting from the approval process.

Schedule of Performance

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

Professional Services Rates Schedule

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

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

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

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

KEY STAFF

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

MICHAEL P. BUSCH, President & CEO

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

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

STEVEN H. DUKETT, Managing Principal

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

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

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

KATHLEEN L. ROBLES, Senior Project Manager

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

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

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

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



2014

PROFESSIONAL SERVICES AGREEMENT

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

(Parties: Urban Futures, Inc. and City of Cudahy)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 5th day of August 2014 (hereinafter, the “Effective Date”), by and between the City of Cudahy, a municipal corporation (“City”) and Urban Futures, Inc., with its principal place of business located at 3111 N. Tustin Street, Suite 230, Orange, CA 2865-1753 (hereinafter, “Consultant”). For the purposes of this Agreement City and Consultant may be referred to collectively by the capitalized term “Parties”. The capitalized term “Party” may refer to City or Consultant interchangeably.

RECITALS

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

WHEREAS, the former Cudahy Community Redevelopment Agency (the “Former Agency”) was dissolved effective February 1, 2012, pursuant to ABX1 26 (Stats 2011-12, 1st Ex Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26) and collectively the State legislation identified in this sentence referred herein as the “State Redevelopment Dissolution Law”; and

WHEREAS, on May 20, 2014 the City Council for the City of Cudahy adopted Resolution No. 14-32 confirming and declaring the City’s election to serve as the successor agency for the Former Agency; and

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

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

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

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

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

I.

PROJECT, SCOPE AND TERM OF SERVICES AND COMPENSATION

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in that certain proposal entitled "Proposal For Preparation of a Long Range Property Management Plan" dated as of July 14, 2014 which is attached and incorporated hereto as Exhibit "A" (hereinafter, the "Scope of Work"). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those tasks identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither Consultant nor anyone acting on Consultant's behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the "Notice to Proceed").

1.2 PROSECUTION OF WORK: The Parties agrees as follows:

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

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

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

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

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

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

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

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

1.6 ACCOUNTING RECORDS: Consultant shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities:

1.7 ABANDONMENT BY CONSULTANT: In the event Consultant ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, Consultant shall deliver to City immediately and without delay, all materials, records and other work product prepared or obtained by Consultant in the performance of this Agreement. Furthermore, Consultant shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which City may incur as a result of Consultant's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The City hereby designates the City Manager (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or his designee shall act on behalf of the City for all purposes under this Agreement. Consultant shall not accept directions or orders from any person other than the City Representative or their designee.

2.2 CONSULTANT'S REPRESENTATIVE: Consultant hereby designates Michael P. Busch, to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant's Representative shall constitute notice to Consultant.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and shall be available to City staff and the City Representatives at all reasonable times. All work prepared by Consultant shall be subject to inspection and approval by City Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Consultant represents, acknowledges and agrees to the following:

- A. Consultant shall perform all work skillfully, competently and to the highest standards applicable to the Consultant's profession;
- B. Consultant shall perform all work in a manner reasonably satisfactory to the City;
- C. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of Consultant's employees and agents (including but not limited to Consultant's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and

- F. All of Consultant's employees and agents (including but not limited to Consultant's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that Consultant shall perform, at Consultant's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Consultant's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such effort by Consultant to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representatives in writing and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Consultant or on Consultant's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Consultant, including but not limited to the representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of Consultant are material to City's willingness to enter into this Agreement. Accordingly, City has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Consultant or on behalf of Consultant in the performance of this Agreement. In recognition of this interest, Consultant agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City. In the absence of City's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:

The Work shall be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent performance under this Agreement or result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of Consultant are not employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel and

shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Consultant and shall not be re-assigned to perform any of the work.

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

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

2.10. NON-DISCRIMINATION: In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.11. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Consultant shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant shall have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing.

III.
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, Consultant agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Consultant shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).
- 3.2 REQUIRED COVERAGES: Consultant agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. Commercial General Liability Insurance: Consultant shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: Consultant shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: Consultant shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
 - D. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.

- 3.3 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the City and City's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. City may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the City Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by Consultant shall be primary to any coverage available to City or City's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by City or City's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 3.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant or Consultant's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.
- 3.7 **VERIFICATION OF COVERAGE:** Consultant acknowledges, understands and agrees that City's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the City's financial well-being and, indirectly, the collective well-being of the residents of the City of Cudahy. Accordingly, Consultant warrants, represents and agrees that it shall furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested.** All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Consultant's commencement of any work or any of the Work. Upon City's written request, Consultant shall also provide City with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.
- 3.8 **FAILURE TO ADHERE TO INSURANCE PROVISIONS:** In addition to any other remedies City may have under this Agreement or at law or in equity, if Consultant fails to comply with any of the requirements set forth in this Article, City may, but shall not be

obligated to: (a) Order Consultant to stop any and all work under this Agreement or withhold any payment, which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; or (b) terminate this Agreement. City's exercise of any of the foregoing remedies, shall be in addition to any other remedies City may have and is not the exclusive remedy for Consultant's to failure to comply with the insurance requirements set forth under this Article.

- 3.9 SUBCONTRACTORS INSURANCE COVERAGE: Consultant shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Consultant under this Article.
- 3.10 NO LIMITATION ON LIABILITY: Consultant's procurement of insurance shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's indemnification duties set forth under Article V of this Agreement.

IV.

INDEMNIFICATION

- 4.1 The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect the City as set forth herein.
- 4.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel mutually acceptable to both City and Consultant.
- 4.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Article and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of Consultant under this Article will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 4.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: City may, by written notice to Consultant, terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least fifteen (15) calendar days before the effective date of such termination. Upon termination, Consultant shall be compensated only for the Work which has been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by Consultant in connection with the performance of the Work. Consultant shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, City

may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.

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

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Consultant in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data

stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to City, a perpetual license for City to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Consultant shall require all subcontractors and subconsultants working on behalf of Consultant in the performance of this Agreement to agree in writing that City shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by Consultant in the performance of this Agreement.

6.2 **CONFIDENTIALITY:** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidentially by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

6.3 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Urban Futures, Inc.
3111 N. Tustin Street, Suite 230
Orange, CA 92865-1753
Attn: Michael P. Busch
Phone: (714) 283-9334
Fax: (714) 283-5465

CITY:

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

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

6.4 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.5 **SUBCONTRACTING:** Consultant shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of City.

Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.6 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: City reserves the right to employ other consultants in connection with the various projects worked upon by Consultant.

6.7 PROHIBITED INTERESTS: Consultant warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.9 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.10 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

6.11 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.12 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

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

- 6.14 **SEVERABILITY**: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.15 **AMENDMENT; MODIFICATION**: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.16 **CAPTIONS**: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.17 **INCONSISTENCIES OR CONFLICTS**: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.18 **ENTIRE AGREEMENT**: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Consultant prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.19 **COUNTERPARTS**: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Consultant, one counterpart shall be delivered to the City Clerk for archiving and one counterpart shall be delivered to the Economic Development Department for day-to-day reference. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

[Signatures on Next Page]

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

Executed at Cudahy, California.

CITY:
City of Cudahy, a municipal corporation

By: _____
Michael Allen, Interim City Manager

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney

CONSULTANT:
Urban Futures, Inc.

By: _____
Michael P. Busch



AGENDA REPORT

MEETING DATE: August 5, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Michael Allen, Acting City Manager

FROM: Jennifer Hernandez, Acting Human Resources Specialist

TITLE: **A Resolution of the City Council of the City of Cudahy Establishing the Compensation of Hourly Employees and Repealing Resolution No. 08-06.**

RECOMMENDATION:

It is staff's recommendation that the City Council approve Resolution No. 14-51.

BACKGROUND:

During the fiscal year 2012-2013 four (4) part-time positions were filled without the position titles having been ratified by City Council and without the salary schedules of the positions approved by City Council or added to the City's hourly employees' compensation schedule. This process is generally completed prior to the employee recruitment process to ensure proper record of current salary scales and Council approved positions. After thorough review of the City Clerk's records, no evidence of Council approval was able to be located by City staff.

Moreover, the State of California's Minimum Wage Order (MW-2014) mandates that every employer shall pay his or her employees no less than \$9.00 per hour commencing July 1, 2014. This necessary pay scale adjustment is currently not reflected in the compensation schedule adopted by Resolution No. 08-06.

SUMMARY:

In an effort to update the City's hourly employees' compensation schedule to reflect the current hourly positions filled by City Staff and the wage adjustments demonstrating compliance with the State of California's Minimum Wage Order (MW-2014), the Personnel Department has drafted the attached resolution to ratify absent position titles and implement necessary pay scale modifications.

The ratification of the listed position titles is **essential** to City operations. This action will not impose any additional fiscal impacts to the General Fund than those that already exist in the proposed FY 2013/14 and FY 2014/15 Budgets. The affected titles are as listed below:

| | |
|---------------------|----------------------------------|
| CDBG Coordinator | Employee active as of 11/01/2012 |
| Building Inspector | Employee active as of 07/30/2012 |
| Planning Technician | Employee active as of 09/19/2013 |
| Administrative Aide | Employee active as of 09/24/2012 |

The Minimum Wage Order (MW-2014) will solely affect the General Fund for positions whose pay scales do not meet the threshold of \$9.00 per hour. The affected positions are as listed below:

Recreation Aide
Maintenance Aide
Recreation Leader

FISCAL IMPACT:

The estimated fiscal impacts per year of the (1) CDBG Coordinator; (2) Building Inspector; (3) Planning Technician; and (4) Administrative Aide salaries, as prescribed in the proposed compensation schedule, are approximately: (1) \$52,000; (2) \$81,900; (3) \$29,406; and (4) \$30,785.

The estimated fiscal impact of the minimum wage increase is approximately \$24,344 per year; this is a conservative estimate based upon the assumption that these affected employees could work up to 38 hours per week. The actual fiscal impact of these positions will vary year to year due to the fluctuating work schedules assigned to hourly employees. **Please be advised, the State mandated minimum wage order is expected to increase to \$10 per hour effective July 1, 2015.**

ATTACHMENTS:

- Minimum Wage Order (MW-2014)
- Resolution 08-06: A Resolution of the City Council of the City of Cudahy Amending Resolution No. 01-04: Establishing the Compensation of Hourly Positions of the City.
- Resolution 14-51: A Resolution of the City Council of the City of Cudahy Establishing the Compensation of Hourly Employees and Repealing Resolution No. 08-06.

Amends General Minimum Wage Order and IWC Industry and Occupation Orders

Please Post Next to Your IWC Industry or Occupation Order



OFFICIAL NOTICE

**California
Minimum Wage
MW-2014**

Minimum Wage - Every employer shall pay to each employee wages not less than the following:

\$8.00 \$9.00 \$10.00

per hour beginning January 1, 2008 per hour beginning July 1, 2014 per hour beginning January 1, 2016

To employers and representatives of persons working in industries and occupations in the State of California:

SUMMARY OF ACTIONS

TAKE NOTICE that on September 25, 2013, the California Legislature enacted legislation signed by the Governor of California, raising the minimum wage for all industries. (AB10, Stats of 2013, amending section 1182.12 of the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections 2, 3, and 5 of the General Minimum Wage Order, MW-2007. Section 1, Applicability, and Section 4, Separability, have not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders.

This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at www.dir.ca.gov/WP.asp, or by contacting your local Division of Labor Standards Enforcement office.

1. APPLICABILITY

The provisions of this Order shall not apply to outside salespersons and individuals who are the parent, spouse, or children of the employer previously contained in this Order and the IWC's industry and occupation orders. Exceptions and modifications provided by statute or in Section 1, Applicability, and in other sections of the IWC's industry and occupation orders may be used where any such provisions are enforceable and applicable to the employer.

2. MINIMUM WAGES

Every employer shall pay to each employee wages not less than eight dollars (\$8.00) per hour for all hours worked, effective January 1, 2008, not less than nine dollars (\$9.00) per hour for all hours worked, effective July 1, 2014, and not less than ten dollars (\$10.00) per hour for all hours worked, effective January 1, 2016.

3. MEALS AND LODGING

Meals or lodging may not be credited against the minimum wage without a voluntary written agreement between the employer and the employee. When credit for meals or lodging is used to meet part of the employer's minimum wage obligation, the amounts so credited may not be more than the following:

| | Effective January 1, 2008 | Effective July 1, 2014 | Effective January 1, 2016 |
|--|------------------------------|---------------------------|------------------------------|
| LODGING | | | |
| Room occupied alone..... | \$37.63 per week | \$42.33 per week | \$47.03 per week |
| Room shared..... | \$31.06 per week | \$34.94 per week | \$38.82 per week |
| Apartment – two thirds (2/3) of the ordinary rental value, and in no event more than:..... | \$451.89 per month | \$508.38 per month | \$564.81 per month |
| Where a couple are both employed by the employer, two thirds (2/3) of the ordinary rental value, and in no event more than:..... | \$668.48 per month | \$752.02 per month | \$835.49 per month |
| MEALS | | | |
| Breakfast..... | \$2.90 | \$3.26 | \$3.62 |
| Lunch..... | \$3.97 | \$4.47 | \$4.97 |
| Dinner..... | \$5.34 | \$6.01 | \$6.68 |

4. SEPARABILITY

If the application of any provision of this Order, or any section, subsection, subdivision, sentence, clause, phrase, word or portion of this Order should be held invalid, unconstitutional, unauthorized, or prohibited by statute, the remaining provisions thereof shall not be affected thereby, but shall continue to be given full force and effect as if the part so held invalid or unconstitutional had not been included herein.

5. AMENDED PROVISIONS

This Order amends the minimum wage and meals and lodging credits in MW-2007, as well as in the IWC's industry and occupation orders. (See Orders 1-15, Secs. 4 and 10; and Order 16, Secs. 4 and 9.) This Order makes no other changes to the IWC's industry and occupation orders.

These Amendments to the Wage Orders shall be in effect as of July 1, 2014.

Questions about enforcement should be directed to the Division of Labor Standards Enforcement. Consult the white pages of your telephone directory under CALIFORNIA, State of, Industrial Relations for the address and telephone number of the office nearest you. The Division has offices in the following cities: Bakersfield, El Centro, Fresno, Long Beach, Los Angeles, Oakland, Redding, Sacramento, Salinas, San Bernardino, San Diego, San Francisco, San Jose, Santa Ana, Santa Barbara, Santa Rosa, Stockton, and Van Nuys.



RESOLUTION NO. 01-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ESTABLISHING THE COMPENSATION OF HOURLY POSITIONS OF THE CITY.

WHEREAS, the City Council is authorized to determine the compensation of hourly employees;

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

SECTION 1. Hourly Salaries. Employees hired by the City of Cudahy on a part-time, hourly basis shall be compensated according to the following schedule:

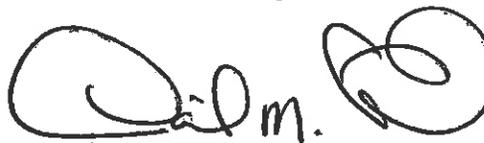
| <u>Position Title</u> | <u>Step</u> | | |
|-------------------------------|-------------|----------|----------|
| | <u>A</u> | <u>B</u> | <u>C</u> |
| Administrative Intern | 10.05 | 10.65 | 11.27 |
| Clerk Typist | 10.18 | 10.79 | 11.43 |
| Account Clerk | 10.40 | 11.03 | 11.69 |
| Maintenance Aide | 7.30 | 7.92 | 8.53 |
| Maintenance Worker | 10.34 | 10.96 | 11.57 |
| Recreation Aide | 6.25 | 6.62 | 7.00 |
| Recreation Leader | 7.30 | 7.92 | 8.53 |
| Senior Recreation Leader | 9.76 | 10.34 | 10.96 |
| Municipal Enforcement Officer | 10.96 | 11.57 | 12.18 |

SECTION 2. Benefits. No hourly employees shall receive any benefits as described in the Memorandum of Understanding between the Cudahy Miscellaneous Employees' Association and the City of Cudahy.

SECTION 3. Existing Resolution NO.00-33 Rescinded. This Resolution shall supersede and take the place of all provisions of all existing Resolutions or orders of the City Council pertaining to the subject matter hereof, all of which, to the extent that they conflict with the Resolution, are hereby rescinded.

SECTION 4. Effective Date. This Resolution shall take effect January 1, 2001.

PASSED, APPROVED AND ADOPTED this 5th day of February, 2001.



MAYOR DAVID M. SILVA

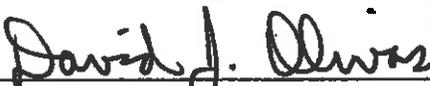
RESOLUTION NO. 01-04

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ATTEST:


LARRY GALVAN - CITY CLERK

APPROVED AS TO FORM:


DAVID J. OLIVAS - CITY ATTORNEY

(SEAL)

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

I, LARRY GALVAN, CITY CLERK OF THE CITY OF CUDAHY, DO HEREBY CERTIFY that the foregoing Resolution No. 01-04 was duly and regularly adopted by the City Council at a special meeting held thereof on the 5th day of February 2001, by the following vote:

AYES: Councilmember Conde, Gonzalez, Romo, Vice Mayor Gurule, Mayor Silva

NOES: None


LARRY GALVAN - CITY CLERK

RESOLUTION NO. 08-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING RESOLUTION NO. 01-04: ESTABLISHING THE COMPENSATION OF HOURLY POSITIONS OF THE CITY.

WHEREAS, the City Council is authorized to determine the compensation of hourly employees;

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

SECTION 1. Hourly Salaries. Employees hired by the City of Cudahy on a part-time, hourly basis shall be compensated according to the following schedule:

| Position Title | Step | | |
|-------------------------------|-------|-------|-------|
| | A | B | C |
| Administrative Intern | 11.87 | 12.52 | 13.19 |
| Administrative Assistant | 18.30 | 19.28 | 20.56 |
| Clerk Typist | 12.01 | 12.67 | 13.36 |
| Account Clerk | 10.40 | 11.03 | 11.69 |
| Maintenance Aide | 8.90 | 9.57 | 10.23 |
| Maintenance Worker | 12.19 | 12.86 | 13.52 |
| Recreation Aide | 8.00 | 8.35 | 8.77 |
| Recreation Leader | 8.90 | 9.57 | 10.23 |
| Senior Recreation Leader | 11.56 | 12.19 | 12.86 |
| Municipal Enforcement Officer | 12.86 | 13.51 | 14.17 |
| Code Enforcement Officer | 14.46 | 15.43 | 16.39 |
| Account Clerk | 14.95 | 15.75 | 17.90 |

SECTION 2. Benefits. No hourly employees shall receive any benefits as described in the Memorandum of Understanding between the Cudahy Miscellaneous Employees' Association and the City of Cudahy.

SECTION 3. Existing Resolution No.01-04 Rescinded. This Resolution shall supersede and take the place of all provisions of all existing Resolutions or orders of the City Council pertaining to the subject matter hereof, all of which, to the extent that they conflict with the Resolution, are hereby rescinded.

SECTION 4. Effective Date. This Resolution shall take effect January 1, 2008.

PASSED, APPROVED AND ADOPTED this 5th day of February, 2008.

RESOLUTION NO. 08-06

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Frank Gurule
MAYOR FRANK GURULE

ATTEST:

Larry Galvan
LARRY GALVAN, CITY CLERK

APPROVED AS TO FORM

David J. Olivas
DAVID J. OLIVAS, CITY ATTORNEY



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

I, LARRY GALVAN, CITY CLERK OF THE CITY OF CUDAHY, DO HEREBY CERTIFY that the foregoing Resolution No. 08-06 was duly and regularly approved by the City Council at a regular meeting held thereof on the 5th. day of February, 2008, by the following vote:

AYES: Councilmember Romo, Silva, Vice Mayor Conde, Mayor Gurule

NOE: None

ABSENT: Councilmember Diaz

Larry Galvan
LARRY GALVAN - CITY CLERK

RESOLUTION NO. 14-51

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CUDAHY ESTABLISHING THE
COMPENSATION OF HOURLY EMPLOYEES AND
REPEALING RESOLUTION NO. 08-06**

WHEREAS, the City Council fixes and determines the compensation of employees under Section 2.04.070 of the Cudahy Municipal Code; and

WHEREAS, Resolution No. 08-06, adopted by the City Council on February 5, 2008, established the compensation of part-time hourly employees; and

WHEREAS, the City wishes to add four (4) part-time hourly positions to the compensation schedule and adjust minimum wages to comply with state law; and

WHEREAS, the City desires to repeal Resolution No. 08-06 and implement a new compensation schedule for part-time hourly employees to incorporate and ratify the positions of Administrative Aide, Planning Technician, Building Inspector, and CDBG Coordinator; and

WHEREAS, the new compensation schedule also includes an adjustment to the salary schedules for the positions of Maintenance Aide, Recreation Aide, and Recreation Leader, in order to raise the minimum hourly salary rate to at least \$9.00, as mandated by the State of California's Minimum Wage Law requirements effective July 1, 2014.

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

SECTION 1. Resolution No. 08-06 is hereby repealed in its entirety.

SECTION 2. Hourly Salaries. Employees hired by the City of Cudahy on a part-time hourly basis shall be compensated according to the Compensation Schedule attached hereto as "**Exhibit A**". To comply with the State of California Minimum Wage Law requirements effective July 1, 2014, the Compensation Schedule shall be effective July 1, 2014.

SECTION 3. Ratification of Hourly Positions. The City Council hereby approves and ratifies the positions and salaries of Administrative Aide, Planning Technician, Building Inspector, and CDBG Coordinator as they are prescribed in Exhibit A.

SECTION 4. Benefits. No hourly employees shall receive any benefits as described in the Memorandum of Understanding between the Cudahy Miscellaneous Employees' Association and the City of Cudahy.

SECTION 5. This Resolution shall supersede and take the place of all provisions of all existing Resolutions or orders of the City Council pertaining to the

subject matter hereof, all of which, to the extent that they conflict with the Resolution, are hereby repealed.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon its adoption. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 5th day of August, 2014, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT

Chris Garcia, Mayor

ATTEST:

Donna Schwartz
Interim City Clerk

APPROVED AS TO FORM:

Isabel Birrueta
Assistant City Attorney

EXHIBIT A

CITY OF CUDAHY HOURLY COMPENSATION SCHEDULE*

Part-time Hourly Employees

| <u>Position Title</u> | <u>A</u> | <u>B</u> | <u>C</u> |
|-------------------------------|----------|----------|----------|
| Administrative Intern | 11.87 | 12.52 | 13.19 |
| Administrative Aide | 15.18 | 15.86 | 16.73 |
| Administrative Assistant | 18.30 | 19.28 | 20.56 |
| Building Inspector | 45.00 | 45.00 | 45.00 |
| CDBG Coordinator | 50.00 | 50.00 | 50.00 |
| Clerk Typist | 12.01 | 12.67 | 13.36 |
| Maintenance Aide | 9.00 | 9.57 | 10.23 |
| Maintenance Worker | 12.19 | 12.86 | 13.52 |
| Planning Technician | 14.50 | 15.47 | 16.43 |
| Recreation Aide | 9.00 | 9.23 | 9.50 |
| Recreation Leader | 9.63 | 9.85 | 10.23 |
| Senior Recreation Leader | 11.56 | 12.19 | 12.86 |
| Municipal Enforcement Officer | 12.86 | 13.51 | 14.17 |
| Code Enforcement Officer | 14.46 | 15.43 | 16.39 |
| Account Clerk | 14.95 | 15.75 | 17.90 |

*Effective July 1, 2014, pursuant to Resolution No. 14-51



AGENDA REPORT

MEETING DATE: August 5, 2014
TO: Honorable City Council Members
THROUGH: Michael Allen, Acting City Manager
FROM: Baru Sanchez, Council Member
SUBJECT: **A Resolution Modifying the Schedule of Facility Use Fees Assessed to Residents of the City of Cudahy and Non-Profits and Repealing Resolution No. 14-04**

RECOMMENDATION:

Staff recommends that the City Council approve the attached Resolution No. 14-52.

BACKGROUND:

The City of Cudahy ("City") has previously adopted resolutions to establish reasonably affordable fees ("Facility Fees") for the use of City facilities by City residents. On January 7, 2014, the City Council adopted Resolution No. 14-04, which memorialized the latest amendment to the Facility Fees for City residents.

Since the passage of Resolution No. 14-04, the City Council has determined that it would be desirable to assess Facility Fees to non-profit organizations at the same rate as that being assessed to City residents. Such amendment of the Facility Fees would promote the City's goal of enhancing accessibility to parks and City facilities for certain persons and entities.

Accordingly, Resolution No. 14-52 would amend the Facility Fees to apply the reasonably affordable Facility Fees currently applicable to City residents to non-profit tax-exempt organizations defined under section 501(c)(3) of the Internal Revenue Code.

SUMMARY

Approval of Resolution No. 14-52 requires at least three (3) affirmative votes of the City Council, in accordance with Government Code section 36936.

FISCAL IMPACT

This action would only have a minimal impact on the City's general fund. The City may realize additional revenue from the payment of Facility Fees by non-profit organizations.

ENVIRONMENTAL DETERMINATION

This Resolution is not a project subject to the California Environmental Quality Act, Public Resources Code §§ 21000 et seq., "CEQA" and its implementing regulations, 14 Cal. Code Regs. §§ 15000 et seq. (the "CEQA Guidelines"), as it will not result in a direct or reasonably foreseeable indirect physical change to the environment. Rather, this Resolution maintains current conditions in the City. §§ 15060(c)(2)-(3), 15378.

ATTACHMENTS

Resolution No. 14-52.

RESOLUTION NO. 14-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING AND MODIFYING THE SCHEDULE OF FACILITY USE FEES ASSESSED TO RESIDENTS OF THE CITY OF CUDAHY AND NON-PROFITS AND REPEALING RESOLUTION NO. 14-04

WHEREAS, the City of Cudahy ("City") wishes to establish reasonably-affordable fees for use of certain facilities by residents of the City and non-profit organizations; and

WHEREAS, the City wishes to enhance the accessibility of parks and facilities to the residents of the City; and

WHEREAS, the City wishes to consider the regular and recurring feedback from the community about excessive fees in a low-income demographic environment; and

WHEREAS, recognizing the benefits non-profit organizations provide to City residents, the City wishes to repeal Resolution No. 14-04 in order to implement a new schedule of fees which allows non-profit organizations to use City facilities at the same reduced rate as City residents.

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

SECTION 1. Within thirty (30) calendar days of the date of this resolution, the Schedule of Facility Use Fees assessed to members of the public using City facilities shall be modified and amended to reflect that residents of the City of Cudahy (hereafter, "Residents") and organizations that are tax-exempt under section 501(c)(3) of the Internal Revenue Code (hereafter, "Non-profits"), shall be assessed the following reduced fees for use of City facilities:

- Clara Street Park (Leo P. Turner Hall) – Base \$300, \$220 insurance, \$200 cleaning deposit fully refundable, \$50 kitchen, \$75 set-up and tear-down fee.
- Clara Street Park (MRP) – \$110 insurance, \$100 cleaning deposit fully refundable, \$15/ hour staff time.
- Clara Street Park (Kiwanis) – \$110 insurance, \$100 cleaning deposit fully refundable, \$15/ hour staff time.
- Cudahy Park (Bedwell Hall) -- \$100, \$150 insurance, \$50 set-up and tear-down fee, \$25 kitchen, and \$100 cleaning deposit fully refundable.
- Lugo Park (Gazebo) and Clara Park Expansion (Gazebo) - \$0 Hour, \$25 fully refundable deposit.

- Clara Street Park (Gymnasium) - \$90/Hour, \$100 insurance, cleaning deposit \$200 fully refundable
- Teen Center MPR - \$10/Hour, \$100 insurance, \$100 cleaning deposit fully refundable

SECTION 2. All other pre-existing rates assessed to non-residents and other organizations shall remain in effect. The City Manager or designee shall post the revised schedule of fees on the City's internet homepage and copies of the revised schedule of fees shall be posted at the various facilities which posting shall also indicate the effective date of the revised schedule of fees.

SECTION 3. Resolution No. 14-04 is hereby repealed in its entirety.

SECTION 4. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof. This Resolution shall take effect immediately up its adoption, except as otherwise provided above.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 5th day of August, 2014.

Chris Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Donna Schwartz
Interim City Clerk

Isabel Birrueta
Assistant City Attorney

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

I, Donna Schwartz, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 14-___ 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 5th day of August, 2014, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz
Interim City Clerk



AGENDA REPORT

MEETING DATE: August 5, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Michael Allen, Acting City Manager

FROM: Jack Guerrero, Council Member

TITLE: Campaign Finance Reform Ordinance

RECOMMENDATION:

It is recommended that the City Council of the City of Cudahy (the "City Council" of the "City") move to introduce the proposed Ordinance by first reading of the title only.

BACKGROUND:

On July 1, 2014, the City Council conducted a first reading of a City ordinance for campaign finance reform. A second reading was conducted by the City Council on July 15, 2014. Subsequent to this second reading, a member of the City Council requested amendment to the statute of limitations provision in order to increase the period for the commencement of prosecution for violation of the campaign finance reform provisions.

DISCUSSION:

The proposed Ordinance increases time limit for the commencement of prosecution for violation of Chapter 2.54 from six (6) months to four (4) years, in accordance with Government Code section 91000.

CONCLUSION:

It is recommended that the City Council of the City of Cudahy (the "City Council" of the "City") move to introduce the proposed Ordinance for a first reading. Two readings are required for the proposed Ordinance, one for introduction and one for adoption, with at least five (5) calendar days between each reading. It would take effect thirty (30) calendar days after adoption

ORDINANCE NO. 629

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY ~~ADDING~~ AMENDING CHAPTER 2.54 OF TITLE 2 OF THE CUDAHY MUNICIPAL CODE ESTABLISHING CITY CAMPAIGN ETHICS REGULATIONS

WHEREAS, the City Council seeks to restore public trust in local government and the electoral process by preventing corruption or the appearance of corruption; and

WHEREAS, the City Council specifically desires to implement regulatory safeguards upon the giving and soliciting of campaign contributions for persons seeking to become elected officials of the City of Cudahy ("City") and those who are incumbent elected officials of the City; and

WHEREAS, the proposed regulations sought by the Council are intended to establish practices consistent with the City Council's commitment to conduct the public's business in accordance with high ethical standards and in a manner consistent with open government practices; and

WHEREAS, it is also recognized that the First Amendment affords broad protections for political expression, which includes the right to contribute to election campaigns; and

WHEREAS, it is also recognized that public policy strongly encourages the giving and receiving of campaign contributions, which must be balanced with regulating the conduct of public officials in order to circumvent scheming and impropriety, and

WHEREAS, in *Buckley v. Valeo*, the United States Supreme Court, nevertheless, held that cities may constitutionally impose limits on campaign contributions to local candidates and their controlled committees; and

WHEREAS, Elections Code section 10202 allows cities to enact municipal campaign contribution limits by resolution or ordinance; and

WHEREAS, Government Code section ~~810138013~~ ~~81013~~ of the Political Reform Act (the "Act"), allows cities to impose additional requirements beyond the Act that do not prevent compliance with the Act; and

WHEREAS, Government Code section ~~85703(a)~~ ~~8570(a)~~ ~~85703(a)~~ of the Act, authorizes cities to impose campaign contribution limits.

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

Section 1. Chapter 2.54 (Campaign Ethics Regulations) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code is hereby amended in its entirety to by the addition of the following Chapter 2.54 which shall read as follows:

CHAPTER 2.54 – CAMPAIGN ETHICS REGULATIONS

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- Sec. 2.54.010** **Definitions.**
- Sec. 2.54.020** **Campaign Contributions – Limitations**
- Sec. 2.54.030** **Prohibition Against Solicitation Contributions, Gifts, or Loans.**
- Sec. 2.54.040** **Prohibition Against Soliciting or Accepting Campaign Contributions for Three (3) Months After Approving a Permit or Decision.**
- Sec. 2.54.050** **Prohibition Against Solicitation of Contributions and Gifts.**
- Sec. 2.54.060** **Disclosure on the Record of Contributions.**
- Sec. 2.54.070** **Referral and Enforcement.**
- Sec. 2.54.080** **Statute of Limitations.**

Sec. 2.54.010 Definitions.

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For the purpose of this chapter, certain words and phrases are defined, and the definitions set forth as follows shall apply to the provisions of this chapter unless it is apparent from the context that a different meaning is necessarily intended.

“City Candidate” means any person who is a candidate for member of an elected City office or who is a member of a City office ~~that~~ and who is the subject ~~of~~ a recall election.

“City Official” includes: (i) any elected or appointed City officeholder, including any City officeholder elected but not yet sworn in; (ii) City employees who are required to file a statement of economic interest

pursuant to the California Political Reform Act, as amended; and (iii) any "public official" of the City as the term "public official" is defined under Government Code section 82048.

"Campaign Committee" means any "committee" within the meaning of Government Code section 82013, any "controlled committee" within the meaning of Government Code section 82016, any "general purpose committee" within the meaning of Government Code section 82027.5, any "primarily formed committee" within the meaning of Government Code section 82047.5, any "sponsored committee" within the meaning of Government Code section 82048.7, political action committee, association of citizens, or any other organization or association formed for the purpose of promoting or opposing the election or reelection of a person to City elected office.

"Contribution" shall have the same meaning as set forth under Government Code section 82015.

"Gift" shall have the same meaning as set forth under Government Code section 82028.

"Loan" means the temporary transfer of money or goods for the personal use of an individual with the expectation that the money or goods will be returned.

"Person" means any natural person; any corporation of any variety; any limited liability company; any partnership of any variety; any sole proprietorship; any joint venture or like commercial venture or partnership; any trust; any independent contractor; or any organization or association of persons of any variety and formed for any purpose, including, but not limited to, any collective bargaining group or labor association.

Sec. 2.54.020 Campaign Contributions – Limitations

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- A. No Person shall make to any City Candidate, or his or her Campaign Committee, and no such City Candidate or his or her Campaign Committee shall accept from any such Person, a contribution or contributions totaling more than One Thousand Dollars (\$1,000) for any City election.
- B. The provisions of this section shall not apply to a City Candidate's contribution of his or her personal funds to his or her own campaign,

Sec. 2.54.030 Prohibition Against Solicitation Contributions, Gifts, or Loans.

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It shall be unlawful for any City Official to use his or her office or position, or exercise the power or authority of his or her office or position, in any manner intended by the City Official to induce or coerce any of the following entities to make a Contribution, Gift or Loan to the City Official or to any Campaign Committee controlled by the City Official: (a) any Person currently under contract with the City to provide any service, goods, or equipment to the City in exchange for compensation paid by the City; (b) any Person who has a proposal or bid pending before the City for the award of a contract to provide the City with any service, goods, or equipment in exchange for compensation paid by the City; (c) any Person who has just been awarded a contract to provide the City with any service, goods, or equipment but has yet to execute a contract for the same; (d) any Person who is a party to any municipal franchise agreement with the City (e.g., to provide solid waste handling services, transportation services, and the like); (e) any Person who has a proposal or bid pending before the City for the award of any municipal franchise or any Person who has been awarded a municipal franchise but has yet to execute a franchise agreement with the City; (f) any employee of the City or any person employed by a public agency under contract with the City to provide a municipal service within the City; (g) any Person directly responsible for representing any represented or unrepresented employee or group of employees of the City in negotiations with the City regarding hourly wages, salaries, benefits (including pension benefits, retirement benefits, medical benefits, and other benefits or perks provided by the City in lieu of wages or salaries), and other workplace conditions; or (h) any Person directly responsible for representing any represented or unrepresented employee or group of employees employed by a public agency under contract with the City to provide a municipal service within the City.

Sec. 2.54.040. Prohibition Against Soliciting or Accepting Campaign Contributions for Three (3) Months After Approving a Permit or Decision.

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- A. No City Official or Campaign Committee controlled by the City Official shall solicit or accept any Contribution, Gift, or Loan in excess of Two Hundred Fifty Dollars (\$250) or any aggregation of multiple Contributions, Gifts, or Loans that exceeds Two Hundred Fifty (\$250) from any single Person for a period of three months (3) months following the date final action is taken in any of the following varieties of matters in which the City Official participated in the deliberation and/or vote of the City Council or during the time such matters are pending: (i) any proceeding to approve or deny a license, permit, or land use entitlement in which the contributor, gift giver, or lender was the applicant or a natural person with an

ownership interest in the applicant or is the owner of the real property parcel for which the license, permit, or land use entitlement corresponds; (ii) any proceeding to award a contract to provide services, goods, or equipment to the City in exchange for compensation paid by the City wherein the contributor, gift giver, or lender was the Person awarded the contract or has an ownership interest in the Person awarded the contract or wherein the entity awarded the contract is a subsidiary entity owned or otherwise controlled by the contributor, gift giver, or lender; (iii) any proceeding to award a municipal franchise agreement wherein the contributor, gift giver or lender was the Person awarded the franchise or has an ownership interest in the franchisee or wherein the entity awarded the franchise is a subsidiary entity owned or otherwise controlled by the contributor, gift giver, or lender; (iv) any proceeding to approve a collective bargaining agreement or employment agreement in which the Person making the contribution or loan represents the represented or unrepresented employee(s) covered under the collective bargaining agreement or employment agreement; and (v) any proceeding to take action on the approval, renewal, or termination of an agreement in which another public agency will provide a municipal service to the City wherein the Person making the contribution, gift, or loan is the collective bargaining representative of the employees who will perform the municipal service on behalf of the public agency.

- B. For purposes of this section, a City Official participates in a proceeding if he or she is counted as part of the quorum when a matter is deliberated and/or acted upon. Persons who abstain on a matter but remain on the dais shall still be considered part of the quorum. Only recusal and departure from the City Council chambers while the matter is being decided upon shall constitute non-participation. Absence from a meeting in which the subject matter was decided and deliberated upon shall also qualify as non-participation.
- C. For purposes of this section, members of the public, other than the applicant, the contractor, or direct recipient of an approval, who express an opinion to the City Council through direct public comment, through testimony at a public hearing, or in writing shall not be affected by this section.
- D. A City Official who accepts a Contribution, Gift, or Loan in violation of this section shall have thirty (30) calendar days from the date he or she is provided with written notice of the violation by the City Manager to return the Contribution, Gift, or Loan in full, and, if such Contribution, Gift, or Loan is returned within such 30-day period, no

violation shall be deemed to have occurred.

Sec. 2.54.050 Prohibition Against Solicitation of Contributions and Gifts.

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- A. It is unlawful for any City Official or any Campaign Committee controlled by the City Official to demand or otherwise solicit a Contribution or Gift from a City employee with knowledge that the person from whom the Contribution or Gift is solicited is a City employee.
- B. It is unlawful for any candidate for City elective office or any Campaign Committee controlled by the candidate or formed for the purpose of promoting or supporting the candidate's candidacy for City elective office to demand or otherwise solicit a Contribution or Gift from a City employee with knowledge that the person from whom the Contribution or Gift is solicited is a City employee.
- C. Notwithstanding subsections A and B, this section shall not prohibit a City Official or candidate for City elective office or any Campaign Committee controlled by such individuals from soliciting Contributions from City employees in instances where the City employee has voluntarily requested to be placed on a solicitation list or where the solicitation takes the form of a blanket solicitation made to the general public (e.g., the mass mailing, door-to-door distribution or electronic mail distribution of campaign materials which may include requests for contributions to City residents or to City residents with a particular party affiliation).
- D. Nothing in this section shall prohibit a City employee from making an unsolicited, voluntary Contribution to a City Official or candidate for City elective office, and nothing in this section shall prohibit a City Official or candidate for City elective office from accepting an unsolicited, voluntary Contribution from a City employee.

Sec.2.54.060 Disclosure on the Record of Contributions.

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Prior to rendering any decision in a proceeding involving the award, to a Person, of a contract to provide services, goods, or equipment to the City or the award, to a Person, of a municipal franchise agreement, each City Official participating in such proceeding, who received a contribution in the amount of fifty (50) dollars or greater from such Person, shall disclose verbally on the record the amount of contributions received from such Person within the preceding twelve (12) months.

Sec.2.54.070 Referral and Enforcement.

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Persons seeking to report alleged violations of this chapter ~~Chapter 2.54~~ shall submit their allegations in writing signed under penalty of perjury of

the laws of the State of California on a form provided by the City. The writing shall specifically identify which provision(s) of this chapter have been violated and shall explain in detail the factual basis for the allegation(s). The writing shall indicate the date(s) of the alleged violations and shall also specifically identify and include any evidence in support of the allegation(s). Evidence based on the testimony of individuals shall be submitted in the form of a printed declaration signed under penalty of perjury under the laws of the State of California on forms prepared by the City. Written allegations shall be submitted to the City Manager care of the City Clerk. The City Manager shall submit the materials to the City Prosecutor for review and evaluation within seven (7) calendar days of its receipt. The City Prosecutor shall have discretion to prosecute the matter pursuant to Chapter 1.36 (Penalty Provisions) of the Cudahy Municipal Code or may refer the matter to the District Attorney for potential prosecution as a misdemeanor pursuant to Chapter 1.36. If the allegations contend that the City Manager has violated the provisions of this chapter, the writing shall be submitted to the City Attorney who shall in turn refer the matter to the City Prosecutor in the same manner as if the matter had been submitted to the City Manager. If the District Attorney declines to prosecute the matter, the matter shall be deemed closed and no further prosecution shall be forthcoming under this Chapter 2.54.

Sec. 2.54.080 Statute of Limitations.

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~~Prosecution for violation of this Chapter 2.54 must be commenced within four (4) years after the date on which the violation occurred, in accordance with Government Code section 91000, as may be amended. There shall be no prosecution for any specific alleged violation of this chapter if the written form containing the allegation of the violation is submitted to the City Clerk more than sixty (60) calendar days from the date the specific violation is alleged to have occurred. The City Prosecutor or the District Attorney shall have six (6) months from the date of submission of the written allegations to the City Clerk to prosecute any alleged violations. In the event the City Prosecutor or the District Attorney shall fail to prosecute the matter within said 6 month period the matter shall be deemed closed and no further prosecution shall be forthcoming under this chapter for the violations alleged.~~

~~Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or~~

~~more sections, subsections, subdivisions, sentences, clauses, phrases, or portions might subsequently be declared invalid or unconstitutional.~~

~~Section 23. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State CEQA Guidelines, California Code of Regulations, title 14, chapter 3, because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment.~~

~~Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance or a summary thereof to be published in the manner required by law.~~
Section 3. Inconsistent Provisions. Any provision of the El Monte Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

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~~Section 4 Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.~~

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~~Section 5 Publication. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption.~~

~~Section 6 Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.~~

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Cudahy on this _____ day of JulyAugust, 2014.

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ORDINANCE NO. 636

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING CHAPTER 2.54 OF TITLE 2 OF THE CUDAHY MUNICIPAL CODE ESTABLISHING CITY CAMPAIGN ETHICS REGULATIONS

WHEREAS, the City Council seeks to restore public trust in local government and the electoral process by preventing corruption or the appearance of corruption; and

WHEREAS, the City Council specifically desires to implement regulatory safeguards upon the giving and soliciting of campaign contributions for persons seeking to become elected officials of the City of Cudahy ("City") and those who are incumbent elected officials of the City; and

WHEREAS, the proposed regulations sought by the Council are intended to establish practices consistent with the City Council's commitment to conduct the public's business in accordance with high ethical standards and in a manner consistent with open government practices; and

WHEREAS, it is also recognized that the First Amendment affords broad protections for political expression, which includes the right to contribute to election campaigns; and

WHEREAS, it is also recognized that public policy strongly encourages the giving and receiving of campaign contributions, which must be balanced with regulating the conduct of public officials in order to circumvent scheming and impropriety; and

WHEREAS, in *Buckley v. Valeo*, the United States Supreme Court, nevertheless, held that cities may constitutionally impose limits on campaign contributions to local candidates and their controlled committees; and

WHEREAS, Elections Code section 10202 allows cities to enact municipal campaign contribution limits by resolution or ordinance; and

WHEREAS, Government Code section 81013 of the Political Reform Act (the "Act"), allows cities to impose additional requirements beyond the Act that do not prevent compliance with the Act; and

WHEREAS, Government Code section 85703(a) of the Act, authorizes cities to impose campaign contribution limits.

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

Section 1. Chapter 2.54 (Campaign Ethics Regulations) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code is amended in its entirety to read as follows:

CHAPTER 2.54 – CAMPAIGN ETHICS REGULATIONS

- Sec. 2.54.010** **Definitions.**
- Sec. 2.54.020** **Campaign Contributions – Limitations**
- Sec. 2.54.030** **Prohibition Against Solicitation Contributions, Gifts, or Loans.**
- Sec. 2.54.040** **Prohibition Against Soliciting or Accepting Campaign Contributions for Three (3) Months After Approving a Permit or Decision.**
- Sec. 2.54.050** **Prohibition Against Solicitation of Contributions and Gifts.**
- Sec. 2.54.060** **Disclosure on the Record of Contributions.**
- Sec. 2.54.070** **Referral and Enforcement.**
- Sec. 2.54.080** **Statute of Limitations.**

Sec. 2.54.010 Definitions.

For the purpose of this chapter, certain words and phrases are defined, and the definitions set forth as follows shall apply to the provisions of this chapter unless it is apparent from the context that a different meaning is necessarily intended.

“City Candidate” means any person who is a candidate for member of an elected City office or who is a member of a City office and who is the subject of a recall election.

“City Official” includes: (i) any elected or appointed City officeholder, including any City officeholder elected but not yet sworn in; (ii) City employees who are required to file a statement of economic interest pursuant to the California Political Reform Act, as amended; and (iii) any

"public official" of the City as the term "public official" is defined under Government Code section 82048.

"Campaign Committee" means any "committee" within the meaning of Government Code section 82013, any "controlled committee" within the meaning of Government Code section 82016, any "general purpose committee" within the meaning of Government Code section 82027.5, any "primarily formed committee" within the meaning of Government Code section 82047.5, any "sponsored committee" within the meaning of Government Code section 82048.7, political action committee, association of citizens, or any other organization or association formed for the purpose of promoting or opposing the election or reelection of a person to City elected office.

"Contribution" shall have the same meaning as set forth under Government Code section 82015.

"Gift" shall have the same meaning as set forth under Government Code section 82028.

"Loan" means the temporary transfer of money or goods for the personal use of an individual with the expectation that the money or goods will be returned.

"Person" means any natural person; any corporation of any variety; any limited liability company; any partnership of any variety; any sole proprietorship; any joint venture or like commercial venture or partnership; any trust; any independent contractor; or any organization or association of persons of any variety and formed for any purpose, including, but not limited to, any collective bargaining group or labor association.

Sec. 2.54.020 Campaign Contributions – Limitations

- A. No Person shall make to any City Candidate, or his or her Campaign Committee, and no such City Candidate or his or her Campaign Committee shall accept from any such Person, a contribution or contributions totaling more than One Thousand Dollars (\$1,000) for any City election.
- B. The provisions of this section shall not apply to a City Candidate's contribution of his or her personal funds to his or her own campaign.

Sec. 2.54.030 Prohibition Against Solicitation Contributions, Gifts, or Loans.

It shall be unlawful for any City Official to use his or her office or position, or exercise the power or authority of his or her office or position, in any manner intended by the City Official to induce or coerce any of the following entities to make a Contribution, Gift or Loan to the City Official or to any Campaign Committee controlled by the City Official: (a) any Person currently under contract with the City to provide any service, goods, or equipment to the City in exchange for compensation paid by the City; (b) any Person who has a proposal or bid pending before the City for the award of a contract to provide the City with any service, goods, or equipment in exchange for compensation paid by the City; (c) any Person who has just been awarded a contract to provide the City with any service, goods, or equipment but has yet to execute a contract for the same; (d) any Person who is a party to any municipal franchise agreement with the City (e.g., to provide solid waste handling services, transportation services, and the like); (e) any Person who has a proposal or bid pending before the City for the award of any municipal franchise or any Person who has been awarded a municipal franchise but has yet to execute a franchise agreement with the City; (f) any employee of the City or any person employed by a public agency under contract with the City to provide a municipal service within the City; (g) any Person directly responsible for representing any represented or unrepresented employee or group of employees of the City in negotiations with the City regarding hourly wages, salaries, benefits (including pension benefits, retirement benefits, medical benefits, and other benefits or perks provided by the City in lieu of wages or salaries), and other workplace conditions; or (h) any Person directly responsible for representing any represented or unrepresented employee or group of employees employed by a public agency under contract with the City to provide a municipal service within the City.

Sec. 2.54.040. Prohibition Against Soliciting or Accepting Campaign Contributions for Three (3) Months After Approving a Permit or Decision.

- A. No City Official or Campaign Committee controlled by the City Official shall solicit or accept any Contribution, Gift, or Loan in excess of Two Hundred Fifty Dollars (\$250) or any aggregation of multiple Contributions, Gifts, or Loans that exceeds Two Hundred Fifty (\$250) from any single Person for a period of three months (3) months following the date final action is taken in any of the following varieties of matters in which the City Official participated in the deliberation and/or vote of the City Council or during the time such matters are pending: (i) any proceeding to approve or deny a

license, permit, or land use entitlement in which the contributor, gift giver, or lender was the applicant or a natural person with an ownership interest in the applicant or is the owner of the real property parcel for which the license, permit, or land use entitlement corresponds; (ii) any proceeding to award a contract to provide services, goods, or equipment to the City in exchange for compensation paid by the City wherein the contributor, gift giver, or lender was the Person awarded the contract or has an ownership interest in the Person awarded the contract or wherein the entity awarded the contract is a subsidiary entity owned or otherwise controlled by the contributor, gift giver, or lender; (iii) any proceeding to award a municipal franchise agreement wherein the contributor, gift giver or lender was the Person awarded the franchise or has an ownership interest in the franchisee or wherein the entity awarded the franchise is a subsidiary entity owned or otherwise controlled by the contributor, gift giver, or lender; (iv) any proceeding to approve a collective bargaining agreement or employment agreement in which the Person making the contribution or loan represents the represented or unrepresented employee(s) covered under the collective bargaining agreement or employment agreement; and (v) any proceeding to take action on the approval, renewal, or termination of an agreement in which another public agency will provide a municipal service to the City wherein the Person making the contribution, gift, or loan is the collective bargaining representative of the employees who will perform the municipal service on behalf of the public agency.

- B. For purposes of this section, a City Official participates in a proceeding if he or she is counted as part of the quorum when a matter is deliberated and/or acted upon. Persons who abstain on a matter but remain on the dais shall still be considered part of the quorum. Only recusal and departure from the City Council chambers while the matter is being decided upon shall constitute non-participation. Absence from a meeting in which the subject matter was decided and deliberated upon shall also qualify as non-participation.
- C. For purposes of this section, members of the public, other than the applicant, the contractor, or direct recipient of an approval, who express an opinion to the City Council through direct public comment, through testimony at a public hearing, or in writing shall not be affected by this section.
- D. A City Official who accepts a Contribution, Gift, or Loan in violation of this section shall have thirty (30) calendar days from the date he or she is provided with written notice of the violation by the City

Manager to return the Contribution, Gift, or Loan in full, and, if such Contribution, Gift, or Loan is returned within such 30-day period, no violation shall be deemed to have occurred.

Sec. 2.54.050 Prohibition Against Solicitation of Contributions and Gifts.

- A. It is unlawful for any City Official or any Campaign Committee controlled by the City Official to demand or otherwise solicit a Contribution or Gift from a City employee with knowledge that the person from whom the Contribution or Gift is solicited is a City employee.
- B. It is unlawful for any candidate for City elective office or any Campaign Committee controlled by the candidate or formed for the purpose of promoting or supporting the candidate's candidacy for City elected office to demand or otherwise solicit a Contribution or Gift from a City employee with knowledge that the person from whom the Contribution or Gift is solicited is a City employee.
- C. Notwithstanding subsections A and B, this section shall not prohibit a City Official or candidate for City elective office or any Campaign Committee controlled by such individuals from soliciting Contributions from City employees in instances where the City employee has voluntarily requested to be placed on a solicitation list or where the solicitation takes the form of a blanket solicitation made to the general public (e.g., the mass mailing, door-to-door distribution or electronic mail distribution of campaign materials which may include requests for contributions to City residents or to City residents with a particular party affiliation).
- D. Nothing in this section shall prohibit a City employee from making an unsolicited, voluntary Contribution to a City Official or candidate for City elective office, and nothing in this section shall prohibit a City Official or candidate for City elective office from accepting an unsolicited, voluntary Contribution from a City employee.

Sec.2.54.060 Disclosure on the Record of Contributions.

Prior to rendering any decision in a proceeding involving the award, to a Person, of a contract to provide services, goods, or equipment to the City or the award, to a Person, of a municipal franchise agreement, each City Official participating in such proceeding, who received a contribution in the amount of fifty (50) dollars or greater from such Person, shall disclose verbally on the record the amount of contributions received from such Person within the preceding twelve (12) months.

Sec.2.54.070 Referral and Enforcement.

Persons seeking to report alleged violations of this Chapter 2.54 shall submit their allegations in writing signed under penalty of perjury of the laws of the State of California. The writing shall specifically identify which provision(s) of this chapter have been violated and shall explain in detail the factual basis for the allegation(s). The writing shall indicate the date(s) of the alleged violations and shall also specifically identify and include any evidence in support of the allegation(s). Evidence based on the testimony of individuals shall be submitted in the form of a printed declaration signed under penalty of perjury under the laws of the State of California on forms prepared by the City. Written allegations shall be submitted to the City Manager care of the City Clerk. The City Manager shall submit the materials to the City Prosecutor for review and evaluation within seven (7) calendar days of its receipt. The City Prosecutor shall have discretion to prosecute the matter pursuant to Chapter 1.36 (Penalty Provisions) of the Cudahy Municipal Code or may refer the matter to the District Attorney for potential prosecution as a misdemeanor pursuant to Chapter 1.36. If the allegations contend that the City Manager has violated the provisions of this chapter, the writing shall be submitted to the City Attorney who shall in turn refer the matter to the City Prosecutor in the same manner as if the matter had been submitted to the City Manager. If the District Attorney declines to prosecute the matter, the matter shall be deemed closed and no further prosecution shall be forthcoming under this Chapter 2.54.

Sec. 2.54.080 Statute of Limitations.

Prosecution for violation of this Chapter 2.54 must be commenced within four (4) years after the date on which the violation occurred, in accordance with Government Code section 91000, as may be amended.

Section 2. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State CEQA Guidelines, California Code of Regulations, title 14, chapter 3, because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment.

Section 3. Inconsistent Provisions. Any provision of the El Monte Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

Section 4 Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or

any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

Section 5 Publication. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption.

Section 6 Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Cudahy on this _____ day of August, 2014 by the following vote.

AYES:

NOES

ABSTAIN:

ABSENT:

Chris Garcia, Mayor

ATTEST:

Donna Schwartz, Interim City Clerk



AGENDA REPORT

MEETING DATE: August 5, 2014
TO: Honorable Mayor and Members of the City Council
THROUGH: Michael Allen, Acting City Manager
FROM: City Council
TITLE: **A Resolution of the City Council of the City of Cudahy Repealing Resolution No. 13-20 Regarding Term Limits and Special Municipal Election**

RECOMMENDATION:

It is staff's recommendation that the City Council approve Resolution No.14-53

BACKGROUND:

The City Council of the City of Cudahy ("City Council") adopted Resolution No. 13-20 on June, 2013, A Resolution of the City Council of the City of Cudahy Advising of its Intention to Call a Special Municipal Election to be Held November 4, 2014 to Submit to the Voters of the City of Cudahy a Question of Whether to Enact Term Limits for City Council Members. Following adoption of Resolution No. 13-20, City Council directed City staff to determine the process and costs of conducting a Special Municipal Election.

SUMMARY:

City staff have informed the City Council that the filing fee for conducting a Special Municipal Election through the County of Los Angeles on November 4, 2014 would be approximately Eighteen Thousand Dollars (\$18,000.00) and City staff also anticipate that holding such an election will also include additional costs in City staff time and legal fees for the preparation of the election documents. The City Council is concerned that the expenditure of approximately \$18,000.00 on filings fees plus additional costs in City staff time and legal fees may not be a financially prudent investment at this time. Due to these considerations, the City

Council directed City staff to work with the City Attorney's Office to repeal Resolution No. 13-20 in its entirety and postpone presenting the option of term limits to voters until further notice.

FISCAL IMPACT:

None.

ATTACHMENTS:

Resolution 14-53: A Resolution of the City Council of the City of Cudahy Repealing Resolution No. 13-20 Regarding Term Limits and Special Municipal election

RESOLUTION NO. 14-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY CALIFORNIA REPEALING RESOLUTION NO. 13-20 REGARDING TERM LIMITS AND SPECIAL MUNICIPAL ELECTION

WHEREAS, the City Council of the City of Cudahy ("City Council") adopted Resolution No. 13-20 on June 10, 2013, a Resolution of the City Council of the City of Cudahy Advising of its Intention to Call a Special Municipal Election to be Held November 4, 2014 to Submit to the Voters of the City of Cudahy a Question of Whether to Enact Term Limits for City Council Members; and

WHEREAS, following adoption of Resolution No. 13-20, City Council directed City staff to determine the process and costs of conducting a Special Municipal Election; and

WHEREAS, City staff have informed the City Council that the filing fee for conducting a Special Municipal Election through the County of Los Angeles on November 4, 2014 would be approximately Eighteen Thousand Dollars (\$18,000.00); and

WHEREAS, City staff also anticipate that holding such Election will also include additional costs in City staff time and legal fees for the preparation of the Election documents; and

WHEREAS, the City Council is concerned that the expenditure of approximately \$18,000.00 on filings fees plus additional costs in City staff time and legal fees may not be a financially prudent investment at this time; and

WHEREAS, due to these budget constraints, the City desires to repeal Resolution No. 13-20 in its entirety and postpone the option of term limits until further notice.

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

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. Resolution No. 13-20 is hereby repealed in its entirety.

SECTION 3. The City Council shall postpone its consideration of a Special Municipal Election to propose term limits to voters until a later date.

SECTION 4. This Resolution shall take effect immediately upon its adoption. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 5th day of August, 2014, by the following vote.

AYES:

NOES

ABSTAIN:

ABSENT:

Chris Garcia,
Mayor

ATTEST:

Donna Schwartz,
Interim City Clerk

APPROVED AS TO FORM:

Isabel Birrueta
Assistant City Attorney



AGENDA REPORT

MEETING DATE: August 5, 2014

TO: Honorable Vice Mayor and Members of the City Council

FROM: Michael Allen, Acting City Manager

TITLE: **Planning Entitlement Fee Update**

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 14-54, a resolution of the City Council revising the existing development application fees (Planning and Development Fee Schedule). Additionally, staff recommends that in order to provide notice to potential applicants, staff recommends that the proposed fee schedule goes into effect September 1, 2014 and posted at City Hall, as well as on the City's website.

FISCAL IMPACT:

The recommendation action will have a positive fiscal impact, and generate approximately \$50,000 in additional revenue annually.

SUMMARY:

The City's Planning and Development Fee Schedule was last updated in 1987 through ordinance No. 376 in order to ascertain and recover costs reasonably associated with the preparation and enforcement of products and services related to the submittal of an entitlement. Because the fee schedule is out of date, the City subsidizes a range of 10%-80% of the cost for processing development applications (depending on the application). In the last year, this amounted to over \$50,000 spent on staff time and materials that are not covered by the current fees. In an effort to bring development fees up to date and offset the current cost to process entitlements with an appropriate fee to cover staff time and overhead, the Planning Department is proposing a new entitlement fee schedule, effective beginning September 1, 2014.

BACKGROUND / DISCUSSION:

In order to recover costs reasonably borne from fees and charges levied by regulations, products or services, the City Council adopted Ordinance No. 376 in 1987. Costs "reasonably borne" as defined in Ordinance 376 included direct costs (salaries, benefits, and supplies), indirect costs (maintenance, printing, and reproduction), fixed assets, general overhead, departmental overhead, and debt services. As a result, development fees associated with Planning entitlements were developed according to such costs in 1987. The current fees are shown in Table 1-1. Subsection 7-4.2 of Ordinance No. 376 delegates authority and direction to the City Manager to annually adjust fees and charges to recover the percentage of costs reasonably borne in providing the regulation, products, or services enumerated in the Ordinance. Because the last Planning Fee Schedule update was over 25 years ago, it is necessary to bring the current update to a public hearing to allow the opportunity for City Council to review the changes as well as provide for public participation.

A review of a typical stand-alone discretionary permit application submitted to the City calculated the current fee of an entitlement versus the range of aggregated staff time, technical assessments, public engagement, and materials. As shown in Table 1-1, the current fees are far below the cost to process, review, and prepare applications. This results in a significant

imbalance, and ultimately an inequitable fee schedule. The proposed new fees are also noted in Table 1-1.

To simplify the cost of aggregated staff time, a flat aggregate rate for City Staff time was used. Using actual cost information for the various positions and function involved in the development review process, staff reviewed the level of staff involvement and estimated a number of hours devoted to a typical project and arrived at the aggregate City rate. The proposed aggregated hourly rate is approximately \$90. This amount accounts for the salary and benefit costs for employees, the operational and maintenance costs, and the various costs for overhead, and administrative functions for the various City functions.

The formula also includes an estimated number of hours devoted to a typical project to be reviewed by the City Attorney, which is \$195 an hour. Additional overhead fees were included on a project to project basis to cover the cost of postage and publishing for public noticing in a local newspaper.

Table 1-1

| Entitlement/Application | Existing | Cost to Process |
|------------------------------------|------------|-----------------|
| Minor Variance | \$250.00 | \$630.00 |
| CUP | \$700.00 | \$2,660.00 |
| Variance | \$700.00 | \$2,660.00 |
| Zone Change | \$1,500.00 | \$4,225.00 |
| Sign Permit | \$50.00 | \$135.00 |
| EIR/Neg Dec. | Deposit | \$10,000.00 |
| County Registrar | \$25.00 | \$75.00 |
| Preliminary Project Review (SPR) | \$700.00 | \$630.00 |
| Subdivision Map Review (TTM) | \$1,500.00 | \$4,225.00 |
| Tentative Map Consideration (TPM) | \$700.00 | \$4,225.00 |
| Admin Appeal | \$30.00 | \$630.00 |
| PC/CC Appeal | \$400.00 | \$1,295.00 |
| Rebuild Letter/Zoning Verification | \$150.00 | \$180.00 |
| Temporary Use Permit Admin | \$60.00 | \$450.00 |
| Code Amendment | NA | \$3,685.00 |
| Lot Line Adjustment | NA | \$1,800.00 |
| Development Review Permit | \$700.00 | \$3,325.00 |

In an effort to address current costs of preparation and materials necessary for a Planning entitlement, staff has conducted a survey of surrounding communities. These cities included Bell, Los Angeles, Lynwood, South Gate, Huntington Park, Downey, Montebello, Maywood, Vernon, and Norwalk. Staff determined that although the fees for similar applications in surrounding cities is useful in comparison, it does not properly reflect what may cover the cost of review and preparation, or offer reasonably/competitively priced entitlements in Cudahy. Below Table 2-1 summarizes these findings (full survey attached). Illustrated in Table 2-1 the existing planning entitlement fees are well below the average of surrounding cities. In some cases, the City exceeds the average because a lack of availability of like applications to compare too, or the like application is an "at cost" variable in surrounding cities.

Table 2-1

| Entitlement/Application | Sodally (Existing) | Bell | Lynwood | South Gate | Huntington Park | Dorsey | Montebello | Maywood | Vernon | L.A. City | Norwalk |
|------------------------------------|--------------------|-------|---------|------------|-----------------|---------|------------|---------|--------|-----------|---------|
| Minor Variance | \$250 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| CUP | \$700 | \$450 | \$2,992 | \$3,623 | \$1,899 | 2,000 | 1,734 | 411 | 2,875 | \$8,461 | 1,806 |
| Variance | \$700 | \$450 | \$2,992 | \$3,434 | \$1,899 | 2,000 | 1,734 | 411 | 2,000 | \$8,461 | 2,500 |
| Zone Change | \$1,500 | \$450 | \$2,992 | \$5,454 | \$2,170 | 3,080 | 3,751 | 598 | | \$12,604 | 2,766 |
| Sign Permit | \$50 | | \$63 | \$160 | \$150 | | | | | \$0 | 201 |
| Environmental Review Residential | \$75 | | | | | | 2,044 | | | \$310 | |
| Environmental Review Commercial | \$150 | | | | | | 2,044 | | | \$310 | |
| EIR/Neg Dec. | \$0 | \$150 | | | | | 2,044 | | | \$2,966 | |
| County Registrar | \$25 | | \$75 | \$75 | \$75 | 75 | 75 | | | \$75 | |
| Preliminary Project Review (SPR) | \$700 | \$350 | | \$217 | 2,000 | | 1,481 | 785 | | \$0 | 675 |
| Minor Project Review | \$150 | \$50 | | \$448 | | | 304 | | | \$0 | |
| Subdivision Map Review (TTM) | \$1,500 | \$300 | \$2,992 | \$5,763 | \$1,899 | 2,000 | 2,076 | 2,012 | 2,000 | \$5,000 | |
| Tentative Map Consideration (TPM) | \$700 | \$300 | \$2,992 | \$5,763 | \$1,899 | 2,000 | 1,628 | 2,012 | 1,250 | \$4,000 | |
| Admin Appeal | \$30 | \$175 | | \$542 | \$542 | 50% | 794 | 206 | | \$0 | 343 |
| PC/CC Appeal | \$400 | \$175 | | \$1,881 | \$542 | 50% | 794 | | | \$5,748 | 20% |
| Entitlement Modification | \$0 | | | \$434 | \$434 | | 50% | | | \$6,817 | |
| Rebuild Letter/Zoning Verification | \$150 | | | \$43 | \$43 | | 65 | | 150 | \$142 | |
| Temporary Use Permit Admin | \$60 | | | \$244 | \$250 | | | | | \$196 | |
| Code Amendment | \$0 | | \$2,758 | \$6,550 | \$2,713 | \$3,080 | 3,646 | 1,644 | | \$0 | 2,432 |
| Lot Line Adjustment | \$0 | \$150 | \$2,992 | \$3,383 | | | 1,628 | 206 | 600 | \$2,000 | 1,348 |
| Development Review Permit | \$700 | | | \$4,387 | \$1,627 | | | | | \$1,081 | |

In order to develop the proposed fee schedule, staff calculated the entitlement fees by using a standard formula that considered staff time, city attorney time, postage, and cost of publishing. This formula gave a more accurate account of how much it realistically costs in order to review, prepare, and approve various Planning entitlements. Due to various updates in the Municipal Code since the current fee schedule, staff has proposed to remove the following: Environmental Review, Residential and Commercial; and Minor Project Review. In order to address current needs in the development review process, staff proposes the addition of the following: General Environmental Review; Entitlement Modification; Code Amendment; and Lot Line Adjustment.

The recommendation action will have a positive fiscal impact, and generate close to \$60,000 in additional revenue annually, to help bridge the City's budget gap. The proposed fee increase is intended to recover additional costs based on a time and material calculation. Table 3-1 below illustrates the current average volume of applications processed as well as the cost difference between the current fee schedule and proposed fee schedule.

Table 3-1

| Entitlement/Application | Annual Average Processed | Fee | Annual \$\$ | Realistic Cost | Projected Annual \$\$ | Potential additional revenue |
|------------------------------------|--------------------------|---------|-------------|----------------|-----------------------|------------------------------|
| Minor Variance | 0 | \$250 | \$0 | \$630 | \$0 | \$0 |
| CUP | 13 | \$700 | \$9,100 | \$2,660 | \$34,580 | \$25,480 |
| Variance | 1 | \$700 | \$700 | \$2,660 | \$2,660 | \$1,960 |
| Zone Change | 0 | \$1,500 | \$0 | \$4,225 | \$0 | \$0 |
| Sign Permit | 20 | \$50 | \$1,000 | \$135 | \$2,700 | \$1,700 |
| County Registrar | NA | | | | | \$0 |
| Preliminary Project Review (SPR) | 0 | \$700 | \$0 | \$630 | \$0 | \$0 |
| Subdivision Map Review (TTM) | 0 | \$1,500 | \$0 | \$4,225 | \$0 | \$0 |
| Tentative Map Consideratoion (TPM) | 1 | \$700 | \$700 | \$4,225 | \$4,225 | \$3,525 |
| Admin Appeal | 0 | \$30 | \$0 | \$630 | \$0 | \$0 |
| PC/CC Appeal | 2 | \$400 | \$800 | \$1,490 | \$2,980 | \$2,180 |
| Rebuild Letter/Zoning Verification | 15 | \$150 | \$2,250 | \$180 | \$2,700 | \$450 |
| Temporary Use Permit Admin | 10 | \$60 | \$600 | \$450 | \$4,500 | \$3,900 |
| Developmnet Review Permit | 5 | \$700 | \$3,500 | \$3,325 | \$16,625 | \$13,125 |

| | | | |
|------------|----------|----------|----------|
| Gain/-Loss | \$18,650 | \$70,970 | \$52,320 |
|------------|----------|----------|----------|

As shown in Table 3-1, the fees generated from the current average volume of entitlements that the Planning Department handles annually only covers a range of 10%-80% of the actual cost of review and preparation. Based on the average number of entitlements processed within the last 3 years, the City has lost roughly \$50,000/year on staff time and materials.

In order to augment the cost of staff time and materials spent on the review, preparation, and processing of Planning entitlements, it is necessary for the City to revise the existing fee system. The revisions bring the fee schedule up to date according to current staff hourly rates, postage requirements, and noticing requirements. In addition, the proposed fees will help the City to achieve the true cost of providing development services for the various planning, zoning, development, and subdivision activities and will enable the Community Development

Department to provide an economically sustainable method of delivering services for development applicants.

In order to provide notice to potential applicants, staff recommends that the proposed fee schedule goes into effect September 1, 2014 and posted at City Hall, as well as on the City's website.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The proposed fee schedule has been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines 15061(b) (3) as a project that has no potential for causing a significant effect on the environment.

ATTACHMENTS:

- Application Process
- Table 1-1: Existing Fee vs. Cost to Process
- Ordinance No. 376
- Draft Resolution No. 14-54 adopting new Planning and Development Fee Schedule



APPLICATIONS FILING PROCESS

PRELIMINARY INFORMATION

Before starting a project, applicant should visit the City Planning Division public counter at City Hall to review with the planning staff the development standards and other zoning requirements related to any proposed development projects. City staff will determine what types of application/entitlements are necessary.

SUBMITTING THE PROJECT

When the project application is ready for submittal, bring the completed application to the City Planning Division public counter for review by a planner. The project will be assigned to a City Planner who will remain your point of contact with the City throughout the entire project development process.

REVIEWING THE APPLICATION FOR COMPLETENESS

After submittal, the assigned staff member will determine that the project is complete or incomplete, and identify any missing information. Staff will prepare the report including environmental documentation (unless applicant is instructed otherwise). Depending on the effect on the environment that will be determined by the environmental information form, a Negative Declaration or an Environmental Impact Report may be required to be prepared.

PUBLIC HEARING

The application will be scheduled at the next possible Planning Commission meeting after the application is determined complete, approximately 1-2 months, depending on the amount of time between the time of submittal and the next scheduled Planning Commission meeting

PROJECT APPROVED

The project is final.

PROJECT DENIED

The project is not approved, but the decision by the Planning Commission can be appealed to the City Council, the City Council decision is final.

Technical Date **Determination of Completeness**

DOE **Draft EIR/ND Review (21 days)**

Report due

Legal Mailing/Posting

Public Hearing

| | | | | | | |
|----------|----------|----------|----------|----------|----------|----------|
| 11/30/13 | 12/30/13 | 01/14/14 | 12/30/13 | 01/13/14 | 01/10/14 | 01/20/14 |
| 12/28/13 | 01/27/14 | 02/11/14 | 01/27/14 | 02/10/14 | 02/07/14 | 02/17/14 |
| 01/25/14 | 02/24/14 | 03/11/14 | 02/24/14 | 03/10/14 | 03/07/14 | 03/17/14 |
| 03/01/14 | 03/31/14 | 04/15/14 | 03/31/14 | 04/14/14 | 04/11/14 | 04/21/14 |
| 03/29/14 | 04/28/14 | 05/13/14 | 04/28/14 | 05/12/14 | 05/09/14 | 05/19/14 |
| 04/26/14 | 05/26/14 | 06/10/14 | 05/26/14 | 06/09/14 | 06/06/14 | 06/16/14 |
| 05/31/14 | 06/30/14 | 07/15/14 | 06/30/14 | 07/14/14 | 07/11/14 | 07/21/14 |
| 06/28/14 | 07/28/14 | 08/12/14 | 07/28/14 | 08/11/14 | 08/08/14 | 08/18/14 |
| 07/29/14 | 08/28/14 | 09/12/14 | 08/28/14 | 09/11/14 | 09/08/14 | 09/18/14 |
| 08/30/14 | 09/29/14 | 10/14/14 | 09/29/14 | 10/13/14 | 10/10/14 | 10/20/14 |
| 09/27/14 | 10/27/14 | 11/11/14 | 10/27/14 | 11/10/14 | 11/07/14 | 11/17/14 |
| 10/25/14 | 11/24/14 | 12/09/14 | 11/24/14 | 12/08/14 | 12/05/14 | 12/15/14 |



CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

P.O. Box 1007
5220 Santa Ana Street
Cudahy, California 90201-6024
(323)773-5143
Fax: (323) 771-2072

PLANNING DIVISION

PLANNING APPLICATION FOR MAJOR PROJECTS

- Appeal
- Change of Zone
- Code Amendment
- Conditional Use Permit
- Development Review Permit
- Tentative Parcel Map
- Tentative Tract Map
- Variance

For Planning Use Only

Date Received: _____
 Received By: _____
 File Number: _____
 Receipt Number: _____
 Fee: _____

Project Address: _____ APN: _____

Applicant's Name: _____ Tel. #: _____

Address: _____ City: _____ Zip: _____

Owner's Name: _____ Tel. #: _____

Address: _____ City: _____ Zip: _____

Existing Land Use: _____ Zone: _____

Lot Size: _____

Project Description: _____

I certify that the forgoing statements and information are true and that any submitted material statements or plan designs are correct to the best of my knowledge.

Applicants Signature _____

Date _____

PROPERTY OWNER'S AFFIDAVIT

STATE OF CALIFORNIA)

)ss.

COUNTY OF LOS ANGELES)

I/WE _____ BEING DULY SWORN, DEPOSE AND SAY, THAT I/WE AM/ ARE THE OWNER(S) OF PROPERTY INVOLVED IN THIS PETITION, AND THAT THE FORGOING STATEMENTS AND ANSWERS HEREIN CONTAINED AND THE INFORMATION HEREWITH SUBMITTED, ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF KNOWLEDGE AND BELIEF.

SIGNED: _____

ADDRESS: _____

CITY: _____

TEL. NO: _____

NOTARY PUBLIC

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.



PROJECT QUESTIONNAIRE

RESIDENTIAL PROJECTS

Zoning: _____ Type of Use: _____ Lot Area: _____

Number of units proposed: _____; Lot area per unit: _____

Number of bedrooms proposed per unit: _____

Dwelling unit floor area: _____

COMMERICAL PROJECTS

Zoning: _____ Type of Use: _____ Lot Area: _____

Lot Coverage: _____; Parking: _____

INDUSTRIAL/MANUFACTURING PROJECTS

Zoning: _____ Type of Use: _____ Lot Area: _____

Lot Coverage: _____; Parking: _____

Building floor area - Office _____

Manufacturing _____

Warehousing _____

Retail _____

Total _____



PROJECT QUESTIONNAIRE

For a ***Conditional Use Permit***, please explain how the project meets the following standards:

The nature, condition, and development of adjacent uses, buildings, and structures and the effect the proposed conditional use may have on such adjacent uses, buildings and structures.

The site for a proposed conditional use should be adequate in size and shape to accommodate the yards, walls and fences, parking and loading, landscaping and other development features prescribed in this chapter, or required by the commission, city council or other authorized agent in order to integrate the conditional use with the land and uses in the neighborhood.

The site for a proposed conditional use should relate to streets and highways adequate in width and pavement to carry the kind and quantity of traffic such use would generate.



PROJECT QUESTIONNAIRE

For a *Variance*, please explain how the project meets the following standards:

Strict application of the regulations and standards of this chapter would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of said regulations and standards.

Because of exceptional circumstances and conditions applicable to a use or development on the property in question, said property may be deprived of privileges commonly enjoyed by other properties in the same vicinity and zone.

The development permitted will not be materially detrimental to the public health, safety or general welfare, or injurious to property or improvements in the zone or neighborhood in which the property is located.

Substantial justice is done.



PROJECT QUESTIONNAIRE

For a ***Development Review Permit***, please explain how the project meets the following standards:

The project is compatible with the city of Cudahy general plan, any applicable specific plan, and any plan of another governmental agency made applicable by statute or ordinance.

The height, bulk, and other design features of structures are in proportion to the building site, and external features are balance and unified so as to present a harmonious appearance.

The project design contributes to the physical character of the community, relates harmoniously to existing and anticipated development in the vicinity, and is not monotonously repetitive in and of itself or in conjunction with neighboring uses and does not contribute to excessive variety among neighboring uses.

The site layout and the orientation and location of structures and their relationship to one another and to open spaces, parking area, pedestrian walks, signs, illumination, and landscaping achieve safe, efficient, and harmonious development.



PROJECT QUESTIONNAIRE

For a Development Review Permit, please explain how the project meets the following standards:

The grading and site development show due regard for the qualities of the natural terrain and landscape and do not call for the indiscriminate destruction of trees, shrubs, and other natural features.

The design, lighting, and placement of signs are appropriately related to the structure and grounds and are in harmony with the general development of the site.

Mechanical equipment, machinery, trash, and other exterior service areas are screened or treated in a manner which is in harmony with the design of the structures and grounds.

The project shows proper consideration for adjacent residentially zoned or occupied property and does not adversely affect the character or value of such property.



ENVIRONMENTAL INFORMATION

GENERAL INFORMATION

1. Name and address of the project sponsor (applicant):

2. Address of project: _____

APN: _____

3. Person to be contacted regarding project:

Name: _____ Address: _____

Phone: _____

4. Project case number: _____

5. List and describe any other related permits and other public approvals required for this project, including those required by City, regional, state and federal agencies:

6. Zoning: _____

7. Proposed Use: _____

PROJECT DESCRIPTION

8. Site Size: _____

9. Number of floors of construction: _____

10. Amount of off-street parking provided: _____

11. Approximate construction period: _____

12. Associated projects (existing or anticipated): _____

13. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected: _____



ENVIRONMENTAL INFORMATION

14. If commercial, indicate the type (whether neighborhood, city, or regionally oriented), square footage of sales area, and loading facility size: _____

15. If industrial, indicate type, estimate employment per shift, and loading facility size: _____

16. If institutional, indicate the major function, estimated employment per shift, estimate occupancy, and loading facility size: _____

17. If the project involves a variance, conditional use permit or re-zoning application, indicate clearly why the application is required: _____

18. Are the following items applicable to the project or its effects? Please explain all items checked YES (attaché additional sheets if necessary).

Yes No

- ___ ___ Change in pattern, scale or character or general area of project?
- ___ ___ Significant amounts of solid waste or litter?
- ___ ___ Change in dust, ash, smoke, fumes, or odors in vicinity?
- ___ ___ Change in water quality or quantity, or alteration of existing drainage patterns?
- ___ ___ Substantial change in existing noise or vibration levels in vicinity?
- ___ ___ Site on filled land or on slope of 10% or more?
- ___ ___ Use of disposal or potentially hazardous materials, such as toxic, flammable, or explosive substances?
- ___ ___ Substantial change in demand for municipal services (police, fire, water, sewage, etc)?
- ___ ___ Substantially increased fossil fuel consumption (electrically, oil, natural gas, etc)?

19. Describe the project site as it exists (before the project), including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. _____



ENVIRONMENTAL INFORMATION

20. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (single family, apartment, houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach photographs of the vicinity. _____

CERTIFICATION: I hereby certify that the statements furnished above and in the attached exhibits, present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date: _____ Signature: _____

Print Name: _____



APPLICATION PACKAGE REQUIREMENTS

A. APPLICATION FORM

- ___ 1. Complete the application form.
- ___ 2. Provide name, mailing address, and signature of applicant.
- ___ 3. Provide a description of the request on the application form (do not write "see attached" without a brief description).
- ___ 4. Provide the notarized signature of the property owner with the same name as it appears on the County Tax Assessor Records. If the name that appears on the County Tax Assessor Records is an organization, provide recorded documents showing that the signature is from a partner or officer of that organization.

B. PROJECT/SITE DESCRIPTION

- ___ 1. Detailed Description:
Provide a detailed written description of the operation and/or project so that the various departments and divisions can understand your request. For business operations, list the various uses and products sold, hours of operation, number of employees per shift. Indicate whether the project construction is phased and provide a schedule. For nonresidential uses, include the manner in which goods/services will be produced and the manner in which they will be distributed.
- ___ 2. Environmental Information Form:
Provide a completed environmental information form, signed by the preparer, answering all applicable questions thoroughly. For non applicable questions, write "N/A" for not applicable.
- ___ 3. Colored Elevations:
Provide photographs, on 8.5"x11" paper, of the project site and uses abutting the project site taken from all lot lines showing all four elevations of existing structures. OR color and materials sample board, or colored renderings of proposed project.

C. FEES

- ___ 1. Application Fee
Provide a fee payable to the "City of Cudahy" that applies to the application(s) requested as shown on the City's Fee Schedule.
- ___ 2. Environmental Filing Fee
Provide a check, undated, payable to "Los Angeles County Recorder" for \$75 for the filing of environmental forms pursuant to CEQA for the project with the County.



FEE SCHEDULE

PLANNING AND DEVELOPMENT FEE SCHEDULE AS OF DECEMBER 14, 1987, PER CITY ORDINANCE NO. 378

| | |
|---|-------------------|
| Minor Variance consideration (S-3) | \$ 250.00 |
| ----- | |
| CUP/Variance Consideration (S-4) | \$ 700.00 |
| ----- | |
| Zone Change Consideration (S-5) Initial Deposit | \$1,500.00 |
| Actual hours charged against deposit | per hour \$ 30.00 |
| ----- | |
| *Sign Review (S-6) Temporary 30 Days Maximum | \$ 50.00 |
| Permanent | \$ 50.00 |
| ----- | |
| Environmental Review (S-7) | |
| Negative Declaration & Exemption | |
| Applicable for Zones | |
| R-1, R-2, C-1 | \$ 75.00 |
| C-M, M-2, C-3 | \$ 150.00 |
| County Registrar Document Handling Charge | \$ 25.00 |
| ----- | |
| Preliminary Project Review (S-8) | \$ 700.00 |
| Minor Project Review | \$ 250.00 |
| Billable ¼ hr. incrn. ½ hr min. | per hour \$ 30.00 |
| ----- | |
| Subdivision Map Review (S-9) | |
| Initial Deposit | \$1,500.00 |
| Actual hours charged against deposit | per hour \$ 41.50 |
| ----- | |
| Tentative Map Consideration (S-10) | |
| Initial Deposit | \$ 700.00 |
| Actual hours charged against deposit | per hour \$ 30.00 |
| ----- | |
| Development & Appeal Processing (S-11) | |
| Administrative Appeal | \$ 30.00 |
| Planning Commission Appeal | \$ 400.00 |
| City Council Appeal | \$ 400.00 |
| ----- | |



RADIUS MAPPING SERVICES

| | | |
|---|--|--|
| <p>Consistency in Planning 3699 Wilshire Blvd., Suite 850 Los Angeles, CA 90010-2737 (213) 252-3436</p> | <p>Advanced Listing 33362 Coral Reach Dana Point, CA 92629 (949) 542-6277 info@ownershiplisting.com</p> | <p>Continental Mapping Service 6325 Van Nuys Blvd Van Nuys, CA 91401 (818) 787-1663</p> |
| <p>Radius Mapping Etc. 3544 Portola Avenue Los Angeles, CA 90032 Phone: (323) 221-4555 Fax: (323) 226-9492 radiusmappingetc@bellsouth.net</p> | <p>The Katherman Co. Rob Katherman 1218 El Prado Ave, Suite 128 Torrance, CA 90501-2761 (310) 324-1999</p> | <p>Harvey Goodman Civil Engineer 834 17th Street Santa Monica, CA 90403 Phone: (310) 829-1037 Fax: (310) 828-5062</p> |
| <p>Hollywood Mapping Service 1840 DeLoz Ave Los Angeles, CA 90027 Phone: (323) 467-8631 Fax: (323) 467-8631</p> | <p>G.C Mapping Service, Inc. 3055 W. Valley Blvd. Alhambra, CA 91803 Phone: (626) 441-1080 Fax: (626) 441-8850</p> | <p>Zoning & Land Use Solutions 6258 E. Spring Street Long Beach, CA 90808 (562) 841-2188</p> |
| <p>Cartomap Services Inc. 1858 N. Avenue 56 Los Angeles, CA 90042 (213) 479-1308 (323) 422-1875 sonfed01@yahoo.com</p> | <p>SEC Civil Engineer, Inc. 16823 Satcoy Street Van Nuys, CA 91406 (818) 782-2788 Fax: (818) 782-0111 admin@spindler.com</p> | <p>So Cal Radius 7440 Fontana Circle Fontana, CA 92336 Phone: (909) 333-6271 www.SoCalRadiusMaps.com SoCalRadiusMap@gmail.com</p> |
| <p>Planning Associates, Inc. Land Use Planning 4040 Vineland Ave, Suite 108 Studio City, CA 91604-3350 (818) 487-6767 Fax: (818) 487-6760 lls@pal-la.com</p> | <p>JPL Zoning Services, Inc. 6257 Van Nuys Blvd., Suite 101 Van Nuys, CA 91406-2711 (818) 781-0016 Fax (818) 781-0929 maria@jplzoning.com www.jplzoning.com</p> | <p>Nieves and Associates Civil Planners 21250 Hawthorne Blvd., #700 Torrance, CA 90503 (310) 543-3090 (310) 375-5925 nievesasoc@aol.com</p> |
| <p>Luis Estrada & Assoc. Land Uses & Permits Specialist 7650 Morelia Avenue North Hollywood, CA 91605 (818) 765-4332 FAX: (818) 232-9211</p> | <p>Quality Maps 263 W.Olive Avenue, #161 Burbank, CA 91502 (818) 588-7588 qualitymaps@gmail.com</p> | <p>Heron Maps 20756 Seaboard Avenue Malibu, CA 90265-5356 (310) 317-1515</p> |
| <p>Donna Poppe @ Permitage 17045 Osborne Street Northridge, CA 91325 (818) 998-5454 donna@poppe@aol.com</p> | <p>Susan Case Inc. 917 Glenneyre St #7 Laguna Beach, CA 92651 Phone: (949) 494-6105 susancaseinc@yahoo.com www.susancaseinc.com</p> | <p>Ana Consulting 645 W. 9th Space No. 110-141 Los Angeles, CA 90015-1640 Phone: (213) 627-7046 Fax: (213) 627-6046 info@aniconsult.com</p> |
| <p>N.P.S + Associates 396 W. Avenue 44 Los Angeles, CA 90065 (323) 801-6393 nicksplanningervices@gmail.com</p> | <p>DataPro Michael Higgenson 1800-568-7104</p> | |

Preparation Breakdown

| Application | Fee | Days | Cost | Permit Fee | Permit Fee | Permit Fee | Permit Fee |
|------------------------------------|------------|------|-------------|------------|------------|------------|-------------|
| Minor Variance | \$250.00 | 7 | \$630.00 | | | | \$630.00 |
| CUP | \$700.00 | 20 | \$1,800.00 | \$390.00 | \$70.00 | \$400.00 | \$2,660.00 |
| Variance | \$700.00 | 20 | \$1,800.00 | \$390.00 | \$70.00 | \$400.00 | \$2,660.00 |
| Zone Change | \$1,500.00 | 30 | \$2,700.00 | \$585.00 | \$140.00 | \$800.00 | \$4,225.00 |
| Sign Permit | \$50.00 | 1.5 | \$135.00 | | | | \$135.00 |
| EIR/Neg Dec. | Deposit | | \$10,000.00 | | | | \$10,000.00 |
| County Registrar | \$25.00 | | \$75.00 | | | | \$75.00 |
| Preliminary Project Review (SPR) | \$700.00 | 7 | \$630.00 | | | | \$630.00 |
| Subdivision Map Review (TDM) | \$1,500.00 | 30 | \$2,700.00 | \$585.00 | \$140.00 | \$800.00 | \$4,225.00 |
| Tentative Map Consideration (TPM) | \$700.00 | 30 | \$2,700.00 | \$585.00 | \$140.00 | \$800.00 | \$4,225.00 |
| Admin Appeal | \$300.00 | 7 | \$630.00 | | | | \$630.00 |
| PC/CC Appeal | \$400.00 | 7 | \$630.00 | \$195.00 | \$70.00 | \$400.00 | \$1,295.00 |
| Rebuild Letter/Zoning Verification | \$150.00 | 2 | \$180.00 | | | | \$180.00 |
| Temporary Use Permit Admin | \$60.00 | 5 | \$450.00 | | | | \$450.00 |
| Code Amendment | NA | 30 | \$2,700.00 | \$585.00 | | \$400.00 | \$3,685.00 |
| Lot Line Adjustment | NA | 20 | \$1,800.00 | | | | \$1,800.00 |
| Development Review/Permit | \$700.00 | 20 | \$1,800.00 | \$585.00 | \$140.00 | \$800.00 | \$3,325.00 |

ORDINANCE NO. 376.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, AMENDING THE CUDAHY MUNICIPAL CODE BY ADDING SECTION 7-4. RELATING TO ESTABLISHMENT OF A FEE AND SERVICE CHARGE REVENUE/COST COMPARISON SYSTEM.

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

SECTION 1. Section 7-4. of the Cudahy Municipal Code is hereby added to read as follows:

SECTION 7-4

FEE AND SERVICE CHARGE REVENUE/COST COMPARISON SYSTEM

Subsections

- 7-4.1 Intent.
- 7-4.2 Delegation of Authority and Direction to City Manager.
- 7-4.3 Cost Reasonably Borne Defined.
- 7-4.4 Schedule of Fees and Service Charges.
- 7-4.5 Public Meeting.
- 7-4.6 Provision of Date.
- 7-4.7 Appeal to City Council.

SUBSECTION 7-4.1 Intent.

Pursuant to Article XIII B of the California Constitution, it is the intent of the City Council to require the ascertainment and recovery of costs reasonably borne from fees and charges levied therefore in providing the regulation, products or services hereinafter enumerated in this Chapter.

SUBSECTION 7-4.2 Delegation of Authority and Direction to City Manager.

The City Manager is hereby delegated the authority and directed to adjust fees and charges to recover the percentage of costs reasonably borne in providing the regulation, products or services enumerated in this Section in the percentage of costs reasonably borne and on the schedule of rate review and revision as hereinafter established in this Section. "Costs reasonably borne" shall be as defined in Subsection 7-4.3.

In adjusting fees and charges, the City Manager shall act in an administrative and ministerial capacity and shall consider only the standards and criteria established by this Section.

SUBSECTION 7-4.3 "Costs Reasonably Borne" Defined.

"Costs reasonably borne," as used and ordered to be applied in this Section are to consist of the following elements:

a. All applicable direct costs including, but not limited to, salaries, wages, overtime, employee fringe benefits, services and supplies, maintenance and operation expenses, contracted services, special supplies, and any other direct expense incurred.

b. All applicable indirect costs including, but not restricted to, building maintenance and operations, equipment maintenance and operations, communications expenses, computer costs, printing and reproduction, and like expenses when distributed on an accounted and documented rational proration system.

c. Fixed assets recovery expenses, consisting of depreciation of fixed assets, and additional fixed asset expense recovery charges calculated on the current estimated cost of replacement, divided by the approximate life expectancy of the fixed asset. A further additional charge to make up the difference between book value depreciation not previously recovered and reserved in cash and the full cost of replacement, which also shall be calculated and considered a cost so as to recover such unrecovered costs between book value and cost of replacement over the remaining life of the asset.

d. General overhead, expressed as a percentage, distributing and charging the expenses of the City Council, City Manager, Finance Department, City Clerk, City Treasurer, City Attorney's Office, Community Promotion, Personnel Office, and all other staff and support service provided to the entire City organization. Overhead shall be prorated between tax-financed services and fee financed services on the basis of said percentage so that each of taxes and fees and charges shall proportionately defray such overhead costs.

e. Departmental overhead, expressed as a percentage, distributing and charging the cost of each department head and his or her supporting expenses as enumerated in subsections 7-4.3(a), 7-4.3(b), and 7-4.3(c).

f. Debt service costs, consisting of repayment of principal, payment of interest, and trustee fees and administrative expenses for all applicable bond, certificate, or securities issues or loans. Any required coverage factors of added reserves beyond basic debt service cost also shall be considered a cost if required by covenant within any securities ordinance, resolution, indenture or general law applicable to the City.

SUBSECTION 7-4.4 Schedule of Fees and Service Charges.

The City Manager, Finance Director and each City department head, under the direction of the City Manager, shall review the fees and service charges listed following, on the schedule of frequency listed in this Subsection, and set and adjust the fee or charge schedule so as to recover the listed percentage of costs reasonably borne necessary to provide the listed regulation, products or services.

| <u>Regulation, Products or Service</u> | <u>Percentage of Costs Reasonably Borne To Be Recovered</u> | <u>Review Schedule</u> |
|--|---|----------------------------|
| <u>Community Development Services</u> | | |
| 1. Building Plan Checking | 100% | Annual |
| 2. Construction Inspection | 100% | Annual |
| 3. Minor Variance Consideration | 100% | Annual |
| 4. CUP/Variance Consideration | 100% | Annual |
| 5. Zone Change Consideration | 100% | Annual |
| 6. Sign Review | 100% | Annual |
| 7. Environmental Review | 100% | Annual |
| 8. Preliminary Project Review | 100% | Annual |
| 9. Subdivision Map Review (SRC) | 100% | Annual |
| 10. Tentative Map Consideration | 100% | Annual |
| 11. Development Appeal Processing | 75% | Annual |
| 12. Fence Design Review | 100% | Annual |
| 13. Business Occupancy Review | 100% | Annual |
| <u>Public Safety Services</u> | | |
| 14. Business Regulation | 100% | Annual |
| 15. General Law Enforcement | 100% | Annual |
| 16. Parking Enforcement | 100% | Annual |
| 17. Traffic Enforcement | 100% | Annual |
| 18. Shopping Cart Return | 100% | Annual |
| 19. Animal Regulation | 50% | Annual |
| 20. Crossing Guard Service | 50% | Annual |
| 21. Abandoned Vehicle Removal | 100% | Annual |
| <u>Leisure and Cultural Services</u> | | |
| 22. Adult Special Interest Classes | 50% | Seasonal |
| 23. Youth Special Interest Classes | 10% | Seasonal |
| 24. City Adult Sports Program | 75% | Annual |
| 25. City Youth Sports Program | 10% | Annual |
| 26. Private Adult Field Usage | 100% | Annual |
| 27. After School Recreation Program | 0% | Annual |
| 28. Special Community Events | 10% | Annual |
| 29. Bus Excursion | 100% | Annual |
| 30. Beach Bus | 100% | Annual |
| 31. Senior Citizens Program | 10% | Annual |
| 32. Library Building Space | 100% | 6 mos. |

prior to contract
expiration

Utility and Enterprise Services

| | | |
|----------------------------|------|--------|
| 33. Street Lighting | 100% | Annual |
| 34. Dial-a-Ride Service | 100% | Annual |
| 35. Bus Service (C.A.R.T.) | 100% | Annual |
| 36. RTD Bus Pass Subsidy | 100% | Annual |

Maintenance Services

| | | |
|----------------------------------|------|--------|
| 37. General Utility Street Usage | 100% | Annual |
| 38. Water Utility Street Usage | 100% | Annual |
| 39. Sewer Utility Street Usage | 100% | Annual |
| 40. Refuse Utility Street Usage | 100% | Annual |
| 41. Street Tree Maintenance | 100% | Annual |
| 42. Median Maintenance | 100% | Annual |
| 43. Street Sweeping | 100% | Annual |
| 44. Public Parking | 100% | Annual |

Administrative Services & Finance

| | | |
|------------------------------------|------|--------------|
| 45. Document Printing and Copying | 100% | Annual |
| 46. Facility Rental | 100% | Annual |
| 47. Bad Check Collection | 100% | Annual |
| 48. Records Research Service | 100% | Annual |
| 49. Document Certification Service | 100% | Annual |
| 50. New Service | 100% | At inception |

All fees and charges set pursuant to this Section shall take effect ten (10) days after the City Manager signs an executive order stipulating that all provisions of this Section have been complied with, and no written appeal has been filed.

The schedule of frequency of rate adjustments may be varied by the City Manager to adjust revenues sufficient to meet debt service coverage requirements of any bond, certificate, or ordinance, resolution, indenture, contract, or action under which securities have been issued by the City which contain any coverage factor requirements.

SUBSECTION 7-4.5 Public Meeting.

Pursuant to the requirements of California Government Code Section 54992, the City Clerk shall cause notice to be provided as set out in said Government Code Section 54992, and the City Council shall receive at a public meeting oral and written presentations concerning the fees and charges proposed for those categories of fees and charges set out in Government Code Sections 54990 and 54991. Such notice, oral and written presentation receipt, and public meeting shall be provided by the City Council prior to the City Manager taking any action on any new or increased fees or charges for those categories set out in said Government Code Sections 54990 and 54991 and Subsection 7-4.4 hereof.

SUBSECTION 7-4.6 Provision of Data.

Pursuant to Section 54992 of the California Government Code, the City Manager shall, at least ten (10) days prior to the required public meeting, set out in said Government Code Section, make available to the public data indicating the cost, or estimated cost required to provide the services set out in Government Code Section 54990 and 54991.

SUBSECTION 7-4.7 Appeal to City Council.

Any person who feels that any fee or charge determined and set by the City Manager is in excess of the percentage of costs reasonably borne to the recovered as set out in Subsection 7-4.4, or that such fee or charge has been reviewed prior to or has not been reviewed within the review schedule as set out in Subsection 7-4.4, may appeal in writing to the City Council.

No fee for which an appeal has been filed shall take effect until heard by the City Council. Such appeal shall be placed on the agenda of the next ensuing Council meeting after receipt of such appeal, and heard at the next ensuing Council meeting. Such appealed fee or charge shall take effect immediately upon hearing by the City Council unless ordered otherwise by ordinance amending this Section.

SECTION 2. Severability

If any portion of this Ordinance is found to be unconstitutional or invalid, the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.

SECTION 3. Repealer

All Ordinances, Municipal Code Sections, Resolutions, City Council Motions, and all actions of all City Boards and Commissions in conflict herewith are hereby repealed. The fees and charges established by this Section shall supersede all previously established fees or charges for the same regulation, product or service, and all such previous fees and charges are hereby repealed on the effective date of the executive order of the City Manager provided in Subsection 7-4.4 hereof.

SECTION 4. Effective Date

This Ordinance shall take effect and be in force thirty (30) days after its passage.

Ordinance No. 376

SECTION 5. Certification

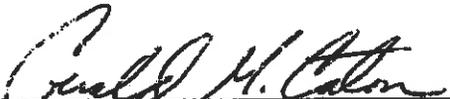
This Ordinance shall be published one (1) time in the Industrial Post within fifteen (15) days after its adoption.

PASSED, APPROVED AND ADOPTED this 31st day of August, 1987 BY THE FOLLOWING VOTE:

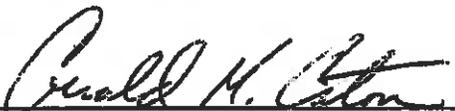
AYES: Council Members Graffio, Thurman, Zippi, Mayor
pro tem Colon and Mayor Robertson
NOES: None
ABSTAIN: None
ABSENT: None


MAYOR

ATTEST:


CITY CLERK

I, GERALD M. CATON, CITY CLERK OF THE CITY OF CUDAHY, DO HEREBY CERTIFY that the foregoing Ordinance No. 376 had its first reading at a meeting of the Cudahy City Council held August 24, 1987, and had its second reading at a meeting held August 31, 1987 and was adopted by the above vote.


Gerald M. Caton
CITY CLERK

RESOLUTION NO. 14-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, REVISING VARIOUS DEVELOPMENT FEES PAYABLE TO THE CITY UNDER ORDINANCE NO. 376 ADOPTED ON August 31, 1987 ENABLING FROM TIME TO TIME, THE UPDATING, AMENDING, AND IMPLEMENTING ALTERNATIVE METHODS FOR THE COLLECTION OF SAID FEES BY RESOLUTION ENABLING THE CITY TO RECOVER CERTAIN DEVELOPMENT PROJECT APPLICATION COSTS INCURRED BY CITY DURING THE COURSE OF PROCESSING OF THE APPLICATION.

WHEREAS, on August 31, 1987, the City council of the City of Cudahy adopted Ordinance No. 376 delegating authority and direction to the City Manager to adjust fees and charges to recover the percentage of costs reasonably borne in providing the regulation, products or services enumerated in this Section in the percentage of costs reasonably borne and on the schedule of rate review and revision as hereinafter established in Section 7-4.4 of Ordinance No. 376; and

WHEREAS, on December 14, 1987 the Planning and Development Fee Schedule was established, and has not been updated since; and

WHEREAS, a review of the aggregate cost of staff time and materials shows that the current fees are far below the cost to process, review, and prepare applications, resulting in a significant imbalance, and ultimately inequitable fee schedule; and

WHEREAS, City staff conducted a survey of surrounding communities as well as developed a formula reflecting the true cost of staff time and materials in order to develop the Planning and Development Fee Schedule; and

WHEREAS, although ordinance 376 delegates authority to modify the Planning and Development Fee Schedule, because the last update was over 25 years ago, it is necessary to bring the current update to a public hearing to allow the opportunity for City Council to review the changes as well as provide for public participation.

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

Section 1.

A full and fair public hearing was conducted by the City Council on August 5, 2014, to consider the adoption of this Resolution.

Section 2.

The Planning Fee Schedule as previously approved on December 14, 1987 is hereby amended as shown to establish and reflect the following fee schedule:

| Entitlement/Application | Fee |
|------------------------------------|---------------------|
| Minor Variance | \$630.00 |
| CUP | \$2,660.00 |
| Variance | \$2,660.00 |
| Zone Change | \$4,225.00 |
| Sign Permit | \$135.00 |
| EIR/Neg Dec. | \$10,000.00 Deposit |
| County Registrar | \$75.00 |
| Preliminary Project Review (SPR) | \$630.00 |
| Subdivision Map Review (TTM) | \$4,225.00 |
| Tentative Map Consideration (TPM) | \$4,225.00 |
| Admin Appeal | \$630.00 |
| PC/CC Appeal | \$1,295.00 |
| Rebuild Letter/Zoning Verification | \$180.00 |
| Temporary Use Permit Admin | \$450.00 |
| Code Amendment | \$3,685.00 |
| Lot Line Adjustment | \$1,800.00 |
| Development Review Permit | \$3,325.00 |

Section 3.

The fee schedule has been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines 15061(b) (3) as a project that has no potential for causing a significant effect on the environment.

Section 4.

In keeping with the nature and intent of Ordinance 376, the City Manager is hereby delegated the authority and directed to adjust fees and charges to recover the percentage of costs reasonably borne in providing the regulation, products or services enumerated in Section 7-4.4 annually.

Section 5.

The changes herein shall become effective September 1, 2014, and shall apply to all entitlement applications as required by the Cudahy Municipal Code, Chapter 20.

Section 6. The City Clerk shall cause this Resolution to be processed according to law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 5th day of August, 2014, by the following vote.

AYES:

NOES

ABSTAIN:

ABSENT:

Chris Garcia, Mayor

ATTEST:

**Donna Schwartz,
Interim City Clerk**

APPROVED AS TO FORM:

**Isabel Birrueta
Assistant City Attorney**



AGENDA REPORT

MEETING DATE: August 5, 2014

TO: Honorable Mayor & Members of the City Council

THROUGH: Michael Allen, Acting City Manager

FROM: Didier Murillo, Planning Technician

Subject: **Safe Routes To School (SRTS) – Cudahy City-Wide Safe Routes to School Plan and Program.**

RECOMMENDATION:

Staff recommends that the City Council approve by Resolution the support, development, and implementation of the Cudahy city-wide Safe Routes to School (SRTS) plan and program.

BACKGROUND/DISCUSSION:

The Los Angeles County Department of Public Health (LA DPH) along with consultant Ryan Snyder have partnered with the City of Cudahy to develop a Cudahy city-wide Safe Routes to School Plan and Program. The purpose of such a program is to encourage more active transportation in the form of walking and bicycling to and from school.

Studies indicate that fewer children are biking and walking and more parents are choosing to drive their children to school. According to data from the Department of Transportation, in 1969 48% of children walked or biked to school while only 12% were driven. As of 2009, only 13% of children walk and bike to school while, 44% are being driven to school. These numbers have contributed to increasing obesity rates throughout the nation; according to a study done by the Center of Disease Control titled "*Behavioral Risk Factors Surveillance System*," obesity rates have steadily increased from the year 1985 through 2010. The City of Cudahy currently has a 29.2% obesity rate amongst children with an increased risk of:

- Type 2 Diabetes;
- Low self-esteem;
- Aggravated existing asthma;
- Sleep apnea;
- Decreased physical functioning; and
- Many other negative emotional & physical effects.

The purpose of this SRTS plan and program is to encourage and promote safe walking and bicycling routes within the City of Cudahy. Promoting safe walking and biking is an ideal strategy to increase physical activity. Other benefits of the SRTS programs include:

- Improved safety for pedestrian and bicyclist;
- Reduce traffic congestion around schools;
- Reduce emissions; and
- Improve children's overall health.

Currently, the Los Angeles County Department of Public Health and consultant Ryan Snyder have introduced SRTS to principals and parent groups at four of the five schools, collected parent surveys, gathered basic mapping data, made presentations at Town Hall, Public Safety and Planning Commissions, and established a parent SRTS committee at Ellen Ochoa Elementary School.

Next steps in the development and implementation process of the SRTS includes:

- Field Work – Being completed by Ryan Snyder, looking at existing conditions and establish recommendations and guidelines for potential SRTS along with other pedestrian and bicycle improvements.
- Workshops – Conducted by LA DPH and City Staff.
- Plan – Will be completed by LA DPH, Ryan Snyder, and City Staff.
- Plan presentations and feedback – This step will be accomplished by presenting to Public Safety & Planning Commission meetings, along with presentations/surveys to be completed during upcoming technical advisory committees, and during National Night Out.
- Plan revisions – Based upon workshop, City Staff, and Commission comments.
- Program Planning:
 - Completed by working with each school and parent group to set up SRTS committees to develop and implement a SRTS program of their choice.
 - Currently working with Ellen Ochoa and Jaime Escalante to develop and implement a walking school bus.

Attachments:

- Resolution No. 14-55

RESOLUTION NO. 14-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY SUPPORTING THE DEVELOPMENT AND IMPLEMENTATION OF THE CUDAHY CITY-WIDE SAFE ROUTES TO SCHOOL PLAN AND PROGRAM, AND TO WORK WITH THE PUBLIC SCHOOLS IN CUDAHY TO ENSURE THESE GOALS ARE ACCOMPLISHED.

WHEREAS, in 2011, 28.2 percent of children in the City of Cudahy were obese; and

WHEREAS, overweight children have a 70 percent chance of becoming overweight or obese adults; and

WHEREAS, overweight children and adults are at greater risk for numerous adverse health consequences, including type 2 diabetes, heart disease, stroke, high blood pressure, high cholesterol, certain cancers, asthma, depression, and other debilitating diseases; and

WHEREAS, healthy eating and physical activity are among the most effective interventions for the prevention and treatment of obesity and other chronic diseases; and

WHEREAS, most American youth do not meet the U.S. Centers for Disease Control and Prevention's recommendation of at least 60 minutes of moderate to vigorous activity every day; and

WHEREAS, in 2013, 71.3 percent of Los Angeles County children age 6-17 do not obtain the recommended amount of exercise each week; and

WHEREAS, research indicates that participation in physical activity can improve academic achievement and that higher levels of physical fitness are linked to improved academic performance among children and teens; and

WHEREAS, the implementation of Safe Routes to School plans and programs helps increase physical activity by making routes safer for children to walk and bicycle to school; and

WHEREAS, the implementation of Safe Routes to School plans and programs helps increase physical activity by encouraging more children to walk and bicycle to school; and

WHEREAS, this matter was duly posted and set for public hearing for the August 5, 2014 City Council meeting at 6:30 p.m.

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 of Cudahy pledges support to schools implementing the City-Wide Safe Routes to School plans and programs.

SECTION 2. The City of Cudahy pledges to improve walking and biking safety in the vicinity of schools.

SECTION 3. The City of Cudahy supports school siting and community design that allows students to bike or walk to school.

SECTION 4. The City of Cudahy will actively seek funding for the implementation of the Cudahy City-Wide Safe Routes to School Plan.

SECTION 5. To the extent that any provisions of any prior resolutions of the City Council of the City of Cudahy are inconsistent with the provisions of this resolution, they are hereby repealed.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 5th day of August, 2014, by the following vote.

AYES:

NOES

ABSTAIN:

ABSENT:

Chris Garcia, Mayor

ATTEST:

**Donna Schwartz,
Interim City Clerk**

APPROVED AS TO FORM:

**Isabel Birrueta
Assistant City Attorney**



AGENDA REPORT

MEETING DATE: August 5, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Michael Allen, Acting City Manager

FROM: City Council

TITLE: **A Resolution of the City Council of the City of Cudahy Regarding the Timely Adoption of Budget and Repealing Resolution No. 13-53**

RECOMMENDATION:

It is staff's recommendation that the City Council approve Resolution No. 14-56.

BACKGROUND:

The City Council of the City of Cudahy ("City Council") adopted Resolution No. 13-53 on November 5, 2013, regarding the timely adoption of an annual budget. The City Council has since expressed its desire to review and revise its policy under Resolution No. 13-53 and consider repealing Resolution No. 13-53

SUMMARY:

The City Council considers passage of a timely annual balanced budget to be of significant importance to the City in its pursuit of responsible financial management and governance. At City Council's direction, City staff has been working with the City Attorney's Office to draft proposed Resolution No. 14-56, which requires that the City Council adopt a balanced budget each year no later than August 30th to ensure that the City operates within a balanced budget. Resolution No. 14-56 repeals Resolution No. 13-53, a previous resolution regarding adoption of the annual budget.

FISCAL IMPACT:

None.

ATTACHMENTS:

Resolution 14-56: A Resolution of the City Council of the City of Cudahy Regarding the Timely Adoption of Budget and Repealing Resolution No. 13-53

RESOLUTION NO. 14-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY CALIFORNIA REGARDING THE TIMELY ADOPTION OF BUDGET AND REPEALING RESOLUTION NO. 13-53

WHEREAS, the City Council of the City of Cudahy ("City Council") adopted Resolution No. 13-53 on November 5, 2013, regarding the timely adoption of an annual budget; and

WHEREAS, the City desires to repeal Resolution No. 13-53 in its entirety; and

WHEREAS, the City Council considers passage of a timely annual balanced budget to be of significant importance to the City in its pursuit of responsible financial management and governance; and

WHEREAS, in a letter addressed to the City Mayor on September 3, 2013, the California State Controller indicated serious concerns about General Fund expenditures exceeding revenues each fiscal year between 2009 - 2012, and net assets declining during the same period; and

WHEREAS, the aforementioned concern of the California State Controller was one important basis for the California State Controller's examination; and

WHEREAS, the Los Angeles County Civil Grand Jury indicated in its report of 2013 that the City of Cudahy should approve a balanced budget and adhere to the budget; and

WHEREAS, the City Council desires to require the adoption of a balanced budget no later than August 30th of each fiscal year to ensure the City operates within its budget.

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

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. Resolution No. 13-53 is hereby repealed in its entirety.

SECTION 3. Beginning fiscal year 2014 - 2015, the City Council of the City of Cudahy shall approve a structurally balanced budget in a timely basis, but no later than August 30th of the new fiscal year.

SECTION 4. The only allowable exceptions to a balanced budget shall be non-recurring, one-time items under extraordinary circumstances deemed as such by the City Council, and only after all efforts to preserve a balanced budget have been

exhausted in good faith. All other structural, projected revenues and expenditures shall be balanced on a combined basis between all governmental funds.

SECTION 5. This Resolution shall take effect immediately upon its adoption, except as otherwise provided herein. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 5th day of August, 2014, by the following vote.

AYES:

NOES

ABSTAIN:

ABSENT:

Chris Garcia,
Mayor

ATTEST:

Donna Schwartz,
Interim City Clerk

APPROVED AS TO FORM:

Isabel Birrueta
Assistant City Attorney



AGENDA REPORT

MEETING DATE: August 5, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Michael Allen, Acting City Manager

FROM: Baru Sanchez, Council Member

TITLE: **Firearms Ordinance**

RECOMMENDATION:

It is recommended that the City Council of the City of Cudahy (the "City Council" of the "City") move to introduce the proposed Ordinance for first reading. Any modifications to the proposed Ordinance should be made on the record.

BACKGROUND:

In June 2014, members of the City Council expressed an interest in the City's adoption of local regulations pertaining to local firearms. At the June 17, 2014 City Council meeting, the City Attorney's Office conducted a presentation to the City Council regarding the scope of firearms regulations not preempted by state and federal law and provided examples of such regulations. The City Council directed the City Attorney to draft an Ordinance with strict firearms controls.

DISCUSSION:

Notwithstanding the United States Constitution Second Amendment's protection of the right of the "people to keep and bear arms," the United States Congress has neither elected to exclusively occupy the field of firearms regulation nor completely abdicate the authority to regulate firearms to the states. Accordingly, there are two independent regulatory schemes for firearms regulation – one at the federal level and one at the state level.

State law expressly preempts the following:

- Regulation of the registration or licensing of firearms (Gov. Code, § 53071).
- Manufacture, sale, or possession of imitation firearms (Gov. Code, §53071.5).
- Restrictions on handgun possession in an individual's home, business, or private property (Pen. Code, §); *Fiscal v. City & County of San Francisco* (2008) 158 Cal.App.4th 895, 905.
- Certain ammunition sales (Pen. Code, §§ 18735, 30210, 30320)(77 Ops.Cal.Atty.Gen 147 – State law preempts city from prohibiting sale of handgun ammunition).

In California, the Legislature has chosen to preempt discrete areas of gun regulation, permitting local government to tailor firearms legislation in other substantial areas. *Fiscal v. City & County of San Francisco* (2008) 158 Cal..App.4th 895.

With regard to local regulation in California, Article XI, Section 7 of the California Constitution provides that “[a] county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with the general laws.” Under this provision, a local government’s police power enables it to protect the welfare of its residents. Such police power includes the limited regulation of firearms.

ANALYSIS:

The proposed Ordinance incorporates firearms regulations obtained from a survey of relevant case law and ordinances from other jurisdictions, including Los Angeles County and the California cities of Pleasant Hill, Lafayette, and Sunnyvale. Sections 9.04.072, 9.04.073, 9.04.074, 9.04.075, and 9.04.076 contain regulations that have either been contested and upheld by courts or not legally challenged. Specifically, they prohibit the possession of large-capacity ammunition magazines, the sale of firearms and/or ammunition on City property, the possession of firearms and/or ammunition on City property, and the discharge of firearms and require the safe storage of firearms.

Unlike the content of Sections 9.04.072, 9.04.073, 9.04.074, 9.04.075, and 9.04.076, Sections 9.04.077 and 9.04.078 impose regulations that are more controversial and still under judicial scrutiny. Specifically, Sections 9.04.077 and 9.04.078 require the duty to report the theft or loss of firearms, and regulate ammunition sales. The provisions in these two sections, as originally adopted by the voters and City Council of the City of Sunnyvale, are currently the subject of litigation in the case of U.S. Firearms Company, LLC v. City of Sunnyvale and Sunnyvale City Council (Santa Clara Superior Court, Case No. 1-13-CV-257353), in which the petitioner asserts that such provisions conflict with and are preempted by state and federal law. U.S. Firearms Company, LLC argues that the duty to report theft or loss of firearms is duplicative and contradictory of the requirements of Penal Code section 26885 and U.S.C. title 18, section 923(g)(6) and, therefore, preempted. With regard to the regulation of ammunition sales, U.S. Firearms Company, LLC asserts that such regulation enters a field fully occupied by the Government Code section 53071, various sections of the Penal Code, and California Consumer Records Act. While the City Council has discretion to adopt Sections 9.04.077 and 9.04.078 as part of the proposed Ordinance, it should keep in mind that the issues therein have not yet been conclusively adjudicated. After adoption, these sections may be subsequently deleted if their analogs in Sunnyvale are found to be preempted, however, mere adoption of such Sections 9.04.077 and 9.04.078 would subject the City to potential legal challenges of its own.

CONCLUSION:

It is recommended that the City Council of the City of Cudahy (the “City Council” of the “City”) move to introduce the proposed Ordinance for a first reading. Any modifications to the proposed Ordinance should be made on the record. Two readings are required for the proposed Ordinance, one for introduction and one for adoption, with at least five (5) calendar days between each reading. It would take effect thirty (30) calendar days after adoption

ORDINANCE NO. 637

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING ARTICLE II (FIREARMS) OF CHAPTER 9.04 (CRIMINAL CODE) OF TITLE 9 (PUBLIC PEACE, MORAL AND WELFARE) OF THE CITY OF CUDAHY MUNICIPAL CODE

WHEREAS, notwithstanding the United States Constitution Second Amendment's protection of the right of the "people to keep and bear arms," the United States Congress has neither elected to exclusively occupy the field of firearms regulation nor completely abdicate the authority to regulate firearms to the states; and

WHEREAS, in California, the Legislature has chosen to preempt discrete areas of gun regulation, permitting local government to tailor firearms legislation in other substantial areas; and

WHEREAS, Article XI, Section 7 of the California Constitution provides that "[a] county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with the general laws," which establishes a local government's police power to protect the welfare of its residents; and

WHEREAS, the violence and harm caused by and resulting from both the intentional and accidental misuse of guns constitutes a clear and present danger to the populace, and find that sensible gun safety measures provide some relief from that danger and are of benefit to the entire community.

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

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. Article II (Firearms) of Chapter 9.04 (Criminal Code) of Title 9 (Public Peace, Moral and Welfare) of the City of Cudahy Municipal Code is amended in its entirety to read as follows:

Article II – Firearms

Sec. 9.04.070 Purpose and Findings.

Sec. 9.04.071 Definitions.

Sec. 9.04.072 Possession of Large-Capacity Ammunition Magazines Prohibited.

- Sec. 9.04.073 Sale of Firearms and/or Ammunition on City Property Prohibited.**
 - Sec. 9.04.074 Possession of Firearms and/or Ammunition on City Property Prohibited.**
 - Sec. 9.04.075 Discharge of Firearms Prohibited.**
 - Sec. 9.04.076 Safe Storage of Firearms.**
 - Sec. 9.04.077 Duty to Report Theft or Loss of Firearms.**
 - Sec. 9.04.078 Ammunition Sales.**
-

Sec. 9.04.070 Purpose and Findings.

- A. According to the National Center for Injury Prevention and Control's Web-Based Injury Statistics Query and Reporting System Injury Mortality Reports, in 2010, guns took the lives of 31,076 Americans in homicides, suicides, and unintentional shootings, which is the equivalent of more than 85 deaths each day and more than three deaths each hour.
- B. According to the United States Federal Bureau of Investigation 2012 Uniform Crime Reports, of the 1,879 murders that took place in California in 2012, 1,304 were caused by firearms.
- C. The City Council finds that the measures provided in this Chapter 9.12 provide some relief from the violence and harm caused by and resulting from both the intentional and accidental misuse of guns and the purpose of such measures is to promote the health, safety, and welfare of all its residents.
- D. The provisions of this Chapter 9.12 are not intended to contradict or duplicate any applicable state or federal law.

Sec. 9.04.071 Definitions.

- A. Firearm. "Firearm" includes all devices described in California Penal Code section 12001, including, but not limited to, any gun, pistol, revolver, rifle or any device, designed or modified to be used as a weapon, from which is expelled through a barrel a projectile by the force of an explosion or other form of combustion.
- B. Ammunition. "Ammunition" is any ammunition as defined in California Penal Code Section 12316(b)(2).

- C. Peace Officer. "Peace officer" is any person who is a peace officer as defined in California Penal Code section 830, et seq.
- D. Person means a natural person, association, partnership, firm corporation, or other entity.
- E. Sale. A "sale" is any transaction, with or without the exchange of consideration, which transfers ownership, title, possession, or control of any firearm, or gives, loans, leases, or delivers a firearm. A "sale" includes the act of placing an order for any of the aforementioned transfers. The act of displaying a firearm shall not constitute a sale for purposes of this title.

Sec. 9.04.072 Possession of Large-Capacity Ammunition Magazines Prohibited.

- A. No person may possess a large-capacity magazine in the City of Cudahy whether assembled or disassembled. For purposes of this section, "large-capacity magazine" means any detachable ammunition feeding device with the capacity to accept more than ten (10) rounds, but shall not be construed to include any of the following:
 - 1. A feeding device that has been permanently altered so that it cannot accommodate more than ten (10) rounds; or
 - 2. A .22 caliber tubular ammunition feeding device; or
 - 3. A tubular magazine that is contained in a lever-action firearm.
- B. Any person who, prior to the effective date of this section, was legally in possession of a large-capacity magazine shall have ninety (90) days from such effective date to do either of the following without being subject to prosecution:
 - 1. Remove the large-capacity magazine from the City of Cudahy; or
 - 2. Surrender the large-capacity magazine to the City of Cudahy for destruction; or
 - 3. Lawfully sell or transfer the large-capacity magazine in accordance with Penal Code section 12020.
- C. This section shall not apply to the following:
 - 1. Any federal, state, county, or City agency that is charged with the enforcement of any law, for use by agency such agency employees in the discharge of their official duties;

C. This Section 9.04.073 shall not apply to:

1. The sale of any firearm by a peace officer, as defined in the California Penal Code section 830 et seq., when on duty and the sale of such firearm is within the scope of his or her duties; or
2. The public administrator in the distribution of a private estate or to the sale of firearms by its auctioneer to fulfill its obligations under state law.

Sec. 9.04.074 Possession of Firearms and/or Ammunition on City Property Prohibited.

A. Every person who brings onto or possesses on City property a firearm, loaded or unloaded, or ammunition for a firearm is guilty of a misdemeanor.

B. This Section 9.04.074 shall not apply to:

1. A peace officer, as defined in the California Penal Code section 830 et seq.;
2. A guard or messenger of a financial institution, a guard of a contract carrier operating an armored vehicle, a licensed private investigator, patrol operator, or alarm company operator, or uniformed security guard as these occupations are defined in Penal Code section 12031(d) and who holds a valid certificate issued by the Department of Consumer Affairs under Penal Code section 12033, while actually employed and engaged in protecting and preserving property or life within the scope of his or her employment;
3. A person holding a valid, current Carry Concealed Weapons (CCW) permit issued pursuant to Penal Code section 26510;
4. An authorized participant in a motion picture, television, video, dance, or theatrical production or event, when the participant lawfully uses the firearm as part of such production or event, provided that when such firearm is not in the actual possession of the authorized participant, it is secured to prevent unauthorized use;
5. A person lawfully transporting firearms or ammunition in a motor vehicle on City roads;
6. A federal criminal investigator or law enforcement officer; or
7. A member of the military forces of the State of California or the United States.

Sec. 9.04.075 Discharge of Firearms Prohibited.

- A. No person shall discharge any firearm within the City.
- B. This Section 9.04.075 shall not apply to the discharge of any firearm:
 - 1. By any peace officer, as defined in the California Penal Code section 830 et seq., when acting in his or her official capacity;
 - 2. When necessary to protect life or property, to the extent authorized by law; or
 - 3. At any target in or on any pistol, rifle, or target range, provided such range is so installed, constructed, safeguarded, equipped, and used as to adequately prevent any arrow, bullet, or shot from being projected beyond the confines of such range.

Sec. 9.04.076 Safe Storage of Firearms.

Except when carried on his or her person, or in his or her immediate control and possession, no person shall keep a firearm in any residence owned or controlled by that person unless the firearm is stored in a locked container, or the firearm is disabled with a trigger lock that is listed on the California Department of Justice's list of approved firearms safety devices.

Sec. 9.04.077 Duty to Report Theft or Loss of Firearms.

Any person who owns or possesses a firearm shall report the theft or loss of such firearm to the Community Development Department within forty-eight (48) hours of the time he or she knew or reasonably should have known that the firearm had been stolen or lost, whenever: (1) the person resides in the City; or (2) the theft or loss of firearm occurs in the City.

Sec. 9.04.078 Ammunition Sales.

- A. It is unlawful for any person to engage in the business of selling, leasing, or otherwise transferring ammunition within the City except in compliance with this Section 9.04.078.
- B. Every ammunition vendor shall maintain an ammunition sales log which records all ammunition sales by the vendor. The transferee shall provide, and the ammunition vendor shall record on the ammunition sales log, at the time of sale, all of the following information for each sale of firearms ammunition:
 - 1. The name, address, and date of birth of the transferee;

2. The date of the sale;
 3. The transferee's driver's license number, state identification card number, passport number, or other valid government-issued photographic identification;
 4. The brand, type, and quantity of firearms ammunition transferred;
 5. The identity of the person transferring the firearms ammunition on behalf of the ammunition vendor;
 6. The transferee's signature and right thumbprint.
- C. The ammunition sales log shall be recorded on a form approved by the Community Development Director. All ammunition sales logs shall be kept at the location of the ammunition sale for a period of not less than two years from the date of the sale.
- D. No person shall knowingly provide false, inaccurate, or incomplete information to an ammunition vendor shall knowingly make a false, inaccurate, or incomplete entry in any ammunition sales log.

SECTION 3. Inconsistent Provisions. Any provision of the El Monte Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 5. Publication. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

SECTION 6. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this day of , 2014, by the following vote.

AYES:

NOES

ABSTAIN:

ABSENT:

Chris Garcia, Mayor

ATTEST:

Donna Schwartz,
Interim City Clerk

APPROVED AS TO FORM:

Isabel Birrueta
Assistant City Attorney



AGENDA REPORT

MEETING DATE: August 5, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Michael Allen, Acting City Manager

TITLE: **Designation of Voting Delegate and Alternates to the 2014 League of California Cities Annual Conference, September 3-5, Los Angeles, California**

RECOMMENDATION:

It is recommended that the City Council of the City of Cudahy (the "City Council" of the "City") appoint a voting delegate and two (2) alternates to represent the City at the 2014 League of California Cities Annual Conference business meeting.

BACKGROUND:

The League's 2014 Annual Conference is scheduled for September 3-5, 2014 in Los Angeles. The annual business meeting will be held on Friday, September 5, at the Los Angeles Convention Center. The current Council representative to the League of California Cities is Mayor Garcia with the alternate being Councilmember Markovich.

In order to cast a vote on matters pertaining to municipal or League policy, the League has requested that the City Council take formal action to designate a voting delegate and up to two alternates at this time in order to submit those names to the league by its deadline of August 15, 2014.

CONCLUSION:

It is recommended that the City Council of the City of Cudahy (the "City Council" of the "City") make appointments for a voting delegate and two (2) alternates to represent the City at the 2014 League of California Cities Annual Conference business meeting.

Attachments:

1. League of California Cities Memorandum dated May 1, 2014
2. Annual Conference Voting Procedures 2014 Annual Conference
3. 2014 Annual Conference Voting Delegate/Alternate Form



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2014

May 1, 2014

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 3 - 5, Los Angeles**

The League's 2014 Annual Conference is scheduled for September 3 - 5 in Los Angeles. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, September 5, at the Los Angeles Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 15, 2014. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

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Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Los Angeles Convention Center, will be open at the following times: Wednesday, September 3, 9:00 a.m. – 5:30 p.m.; Thursday, September 4, 7:00 a.m. – 4:00 p.m.; and Friday, September 5, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 15. If you have questions, please call Karen Durham at (916) 658-8262.

Attachments:

- 2014 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Annual Conference Voting Procedures 2014 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2014 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 15, 2014. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 15, 2014

League of California Cities
ATTN: Karen Durham
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8220
E-mail: kdurham@cacities.org
(916) 658-8262

