

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



CUDAHY CITY  
COUNCIL CHAMBERS  
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## AGENDA

**REGULAR MEETING  
OF THE CUDAHY CITY COUNCIL  
And JOINT MEETING Of the  
CITY OF CUDAHY AS SUCCESSOR AGENCY  
TO THE CUDAHY DEVELOPMENT COMMISSION  
Tuesday, September 2, 2014 – 6:30 P.M.**

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

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

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

**1. CALL TO ORDER**

**2. ROLL CALL**

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

**3. PLEDGE OF ALLEGIANCE**

**4. INVOCATION**

**5. 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.)

## 6. 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.)

## 7. CITY MANAGER REPORT (information only)

## 8. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

Consideration to waive full text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council 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.

## 9. CONSENT CALENDAR

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

- A. Approve Minutes of the City Council Successor Agency Joint Meeting of February 4, 2014, City Council Regular Meeting of February 4, 2014, and the City Council Regular Meeting of July 1, 2014

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

- B. A Request to Approve Continuing Appropriations for Fiscal Year (FY) 2014-2015 and adopting Resolution No. 14-50, AUTHORIZING CONTINUED EXPENDITURES UNDER THE FISCAL YEAR 2013-2014 OPERATING BUDGET PENDING THE FINAL APPROVAL OF THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2014-2015

*Presented by Finance Department*

**Recommendation:** Adopt Resolution No. 14.50 Authorizing a Continuing Appropriation for the City for FY 2014-2015 Pending the Final Adoption of the FY 2014-2015 Budget by or before October 31, 2014.

9. CONSENT CALENDAR (continued)

- C. A Request to Approve a Professional Services Agreement with Rolf Poprowski in an amount not to exceed \$12,500, for Professional Services for Tax and Financial Matters before the United States Internal Revenue Service (IRS) and/or the State of California Employment Development Department (EDD)

Presented by Finance Department

**Recommendation:** Approve the Professional Services Agreement with Rolf Poprowski for Tax and Financial matters before the United States Internal Revenue Service (IRS) and/or the State of California Employment Development Department (EDD).

D. Monthly Reports:

- 1) Planning Commission Actions
- 2) Parks and Recreation Commission Actions
- 3) Public Safety Commission Actions
- 4) Senior and Aging Commission Actions

Presented by Acting Community Development Director

**Recommendation:** Receive and File

- E. Consideration of Resolution No. 14-59, EXPRESSING SUPPORT FOR THE STUDY OF "COMMUNITY ALTERNATIVE 7" DEVELOPED BY THE COALITION FOR ENVIRONMENTAL HEALTH AND JUSTICE IN CONJUNCTION WITH COMMUNITY STAKEHOLDERS FOR THE I-710 CORRIDOR PROJECT

Presented by Acting Community Development Director

**Recommendation:** Adopt Resolution No. 14-59.

- F. A Request to Award a Professional Services Agreement to Paragon Partners, Inc. in the Amount of \$25,520, for Residential Tenant Relocation Services for the Clara Park Expansion Project Phase III

Presented by Acting Community Development Director

**Recommendation:** Award Contract.

10. CITY COUNCIL BUSINESS SESSION

- A. Adoption 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 Community Development Director

**Recommendation:** Adopt Ordinance No. 637.

**10. CITY COUNCIL BUSINESS SESSION (continued)**

- B. Report regarding Retainer Agreement with Olivarez Madruga, P.C.

*Presented by Assistant City Attorney*

**Recommendation:** Receive and file.

**11. CITY COUNCIL AS SUCCESSOR AGENCY BUSINESS SESSION**

- A. Introduction of Ordinance No. 638, REGARDING MEETING TIME OF REGULAR CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS. (Oliva)

**Recommendation:** Introduce Ordinance No. 638.

**12. COUNCIL DISCUSSION - None**

**13. ORAL COMMUNICATIONS (Closed Session)**

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

RECESS TO CLOSED SESSION

**14. CLOSED SESSION**

- A. 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 Section 54956.8 –  
Conference with Real Property Negotiator  
Location of Property: 4840 Clara Street, APN 6226 025 004  
City's Negotiator(s): City Manager Jose Pulido and Assistant City Attorney Isabel Birrueta  
Party Negotiating With: Emiglia and Chiara Gigliotti  
Under Discussion: Discussion of both price and terms of payment as related to purchase of subject property

RECONVENE TO OPEN SESSION

**15. CLOSED SESSION ANNOUNCEMENT**

**16. ADJOURNMENT**

Cudahy City Council will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Tuesday, September 16, 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 29<sup>th</sup> Day of August 2014

  
\_\_\_\_\_  
DONNA G. SCHWARTZ, CMC  
Interim City Clerk

**MINUTES  
CUDAHY CITY COUNCIL  
CITY OF CUDAHY AS SUCCESSOR AGENCY TO  
THE CUDAHY DEVELOPMENT COMMISSION  
A Special Joint Meeting held in the City Council Chambers,  
5240 Santa Ana Street, Cudahy, California  
Tuesday – February 4, 2014 – 4:00 P.M.**

**1. CALL TO ORDER**

Mayor Guerrero called the meeting to order at 4:08 p.m.

**2. ROLL CALL**

PRESENT: Councilmember Sanchez  
Councilmember Oliva  
Vice Mayor Garcia  
Mayor Guerrero

ABSENT: Councilmember Markovich

**Pledge of Allegiance:** Vice Mayor Garcia

**Invocation:** Mayor Guerrero

**3. PUBLIC COMMENT**

Mayor Guerrero opened public comments.

There were no requests for public comment and Mayor Guerrero closed public comments.

**CITY COUNCIL COMMENTS**

Vice Mayor Garcia commented on an acknowledgement for Sheriff Lee Baca which will be held on Thursday, February 6, 2014, from 12:00 noon to 2:00 p.m. and invited Council colleagues to attend. He requested that a proclamation be prepared by the City Clerk's office to Sheriff Baca.

Councilmember Oliva requested that the Sheriff's Station telephone number be listed on the Sheriff's Station door.

**4. CLOSED SESSION**

City Attorney Padilla requested moving Item No. 4C to the beginning of the Closed Session agenda. He added that at 4:13 p.m., Council will recess into Closed Session to discuss items listed under the Closed Session agenda.

- 4A.** Closed session pursuant to Government Code § 54956.8, conference with real property negotiators.  
Property: 4840 Clara Street APN: 6226-025-004  
Agency Negotiator: Saul Bolivar and City Attorney Rick Olivarez, Lead Negotiators  
Negotiating Parties: City of Cudahy and Emiglia and Chiara Gigliotti  
Under Negotiation: Purchase of said lot for future development of City Park (Clara Expansion)
- 4B.** 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
- 4C.** Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) - Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) Matter] – This matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency.
- 4D.** Closed Session Pursuant to Government Code Section 54956.9(d)(2), 54956.9(e)(1) and 54956.9(e)(3) – Conference with Legal Counsel to Discuss Matter Involving Potential for Litigation and Significant Exposure to Litigation – [One (1) Matter]
- 4E.** Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator(s) – Represented and Unrepresented Employees  
City Designated Negotiator(s): Henry Garcia, Interim City Manager  
Employees and Employee Groups Subject to Discussion: Cudahy Miscellaneous Employees Association and all other Represented and Unrepresented Full Time and Part Time Employees of the City

City Council reconvened from Closed Session at 7:23 p.m.

City Attorney Padilla reported that with respect to Item No. 4A, a general report was given by staff and general direction was given, but no final action was taken. With respect to Item No. 4B, a general report was given as well as general direction, but no final action was taken. With respect to Item No. 4C, general direction was given and no action was taken. With respect to Items No. 4D and 4E, general updated and direction was provided and no final action was taken.

## **5. ADJOURNMENT**

The City Council meeting adjourned at 7:25 p.m.

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MAYOR

ATTEST:

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INTERIM CITY CLERK

APPROVED:

**MINUTES**  
**CUDAHY CITY COUNCIL (Regular Meeting) and**  
**CITY OF CUDAHY AS SUCCESSOR AGENCY TO THE CUDAHY DEVELOPMENT**  
**COMMISSION (Special Meeting)**  
**A Joint Meeting held in the City Council Chambers**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday, July 1, 2014 – 6:30 P.M.**

**1. CALL TO ORDER**

Mayor Garcia called the meeting to order at 6:36 p.m.

**2. ROLL CALL**

PRESENT: Council/Agency Member Guerrero  
Council/Agency Member Oliva  
Council/Agency Member Sanchez (arrived at 10:36 p.m.)  
Vice Mayor/Vice Chair Markovich  
Mayor/Chair Garcia

ABSENT: None.

**3. PLEDGE OF ALLEGIANCE – Led by Mayor Garcia**

**4. INVOCATION – Given by Mayor Garcia**

Mayor Garcia recognized three Jewish children killed in Israel that week.

**5. PRESENTATIONS**

- Proclamation to Christine Berni-Ramos (**Guerrero, Oliva**)
- Presentation By CARE (California for Affordable and Reliable Energy Coalition) (**City Manager**)/ **Absent**
- Announcement of 101 Government Workshop (**Simona Ramirez**)

**6. PUBLIC COMMENT**

Alfred Arellano spoke regarding spending public money and enforcing cleanup regulations on small businesses.

Carmen Hernandez spoke regarding the ethics of political campaigning, political transparency, vehicle citations, and raise in taxes.

Mayor Garcia clarified that a raise in taxes has not been proposed.

Council Member Guerrero told Mayor Garcia he is not allowed to interrupt public comment.

Pamela Murguia expressed intimidation to speak at the meeting, and defended her First Amendment rights; she is in favor of item 13G.

Sandra Orozco thanked Council for noting the Jewish children in Israel; stated that she will monitor and hold Mayor and council members accountable for their endorsements and promises.

Jose Cortes expressed concern that the Council is divided and hostile. He asked for support at the swap meet.

Nelly Blaeker stated that although they are poor, residents have the right to live in a clean area.

## **7. CITY COUNCIL COMMENTS**

Council Member Guerrero stated that he attended the NALEO Conference for Latinos in San Diego. He wants to appropriate funds back to the basics (potholes, restrooms, parks) but also keep anti-corruption reform measures in mind. He clarified that he was opposed to raising sales tax, and that they will hold a debate about sales tax.

City Attorney Birrueta asked Council Members not to go back and forth on merits of comments that are not on the agenda.

Council Member Oliva listed several committee events that will be coming soon such as the Hearing on the environment, Government 101, Community Emergency Response Training, and the Cudahy Beautification Program at Lugo Park. She listed events she participated at such as a Course at the California Appeal Caucus for Elected Leaders Academy, 86th Annual Bell High School Commencement, 4<sup>th</sup> Annual City Economic Development Conference, NALEO Conference

Vice Mayor Markovich expressed discomfort with tensions within the committee. He spoke about the NALEO Conference and asked people to thank veterans for their service and he announced the Annual Fourth of July Celebration.

Mayor Garcia gave announcements about the NALEO Conference, the Government 101 Workshop. He also expressed faith in the City, talked about his proposed budget of quality plan, and stated that transparency is important, and that residents are not being intimidated.

## **8. CITY MANAGER REPORT**

Council Member Oliva noted Council Member Sanchez was absent and item 13C should be postponed for next meeting.

Council Member Oliva postponed 13B

**Motion:** A motion was made by Guerrero, seconded by Oliva, and carried (3-1) to move item 13G after item 13D.

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

A motion was made by no second, motion fails, to move items 13D, 13H, 13E, and 13I right before 13A.

Michael Allen, Acting City Manager, discussed future agenda items, Guerrero's discussion item on process for placing items on agendas, Guerrero's planning department application processing of entitlements, Oliva's request for an updated report for park netting item, Attorney Birrueta's item for rules of decorum was moved from tonight's agenda to the next agenda, none for Council Member Markovich, none for Council Member Garcia.

Mr. Allen made announcement that the city was awarded a small grant through Kaiser Permanente to sponsor educational programs for biker safety.

Mr. Allen announced that the city was moving forward with the Lugo Park and Clara Park expansion project.

Mr. Allen announced that last month the proposed alcohol sales at an existing mini market project was denied due to inability to make necessary findings.

Mr. Allen announced that last month the modification for existing monument signs at the Atlantic shopping center for superior and the new laundry-mat were approved.

Mr. Allen announced that last month the renovation project for Circle K gas station was approved.

Mr. Allen announced that engineers are making progress for the Bedwall Hall roof replacement project, the Atlantic Avenue Street improvement project, Street Improvement Projects, Street Lighting Project, Metro Rapids Bus Shelter Project.

Mr. Allen clarified the new process and explained the discrepancy in number of parking citations in the city and explained that there was a restructuring in June that is responsible for the changes.

Mr. Allen stated that the status quo with the housing rehab program is making progress.

Mr. Allen highlighted several important dates on the community calendar: Special City Council Meetings happening in closed session, Annual Fourth of July Celebration, Pet Vaccination Clinic, Public Safety Commission Meeting, Special Council Meeting on Budget Review, LAUSD Board Member Public Hearing, Government 101 Workshop, Community Emergency Response Training, Regular Commission and Council Meetings, Second Family Movie Night of the summer, Lugo Park Beautification Project, Town hall Meeting, Food Distribution Program, Mural Under the Stars Preparation, Concert in the Park

Council Member Guerrero asked about the different numbers between prior parking citations and those in June.

Council Member Oliva inquired on what type of concert would be held August 22<sup>nd</sup> and if the city had received a grant for it. She also clarified that residents could register for the Community Emergency Response Training at the event. She requested that an Empowerment of Women Class be placed on the calendar.

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

**Motion:** A motion was made by Council Member Markovich, seconded by Guerrero, and carried (4-0) to waive full text reading of all Resolutions and Ordinances by single motion.

<b>AYES:</b>	Guerrero, Oliva, Markovich, Garcia
<b>NOES:</b>	None.
<b>ABSENT:</b>	Sanchez
<b>ABSTAIN:</b>	None.

## **10. PUBLIC HEARINGS**

## **11. CONSENT CALENDAR**

### **Consent Calendar Recommendation:**

It is recommended that the City Council/Agency approve Items 11A. through 11C. on the Consent Calendar.

City Clerk noted that item 11A for the minutes of April 15<sup>th</sup> needs to include the City Attorney's report for Closed Section, and asked that minutes be approved as amended.

City Attorney Birrueta asked that minutes fix typographical error of her last name.

**Motion:** A motion was made by Mayor Garcia, seconded by Oliva, and carried (4-0) to approve Items 11A through 11C on the Consent Calendar with the amendments given by the City Clerk.

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

- A. A request to approve the Minutes for the City Council/City Council as Successor Agency to the Cudahy Development Commission Regular/Special Joint Meeting of April 15, 2014. (COUNCIL/AGENCY)

**(City Clerk's Office)**

**Recommendation:** It is recommended that the City Council/Agency waive reading of the minutes, approve as submitted, and order filed.

- B. A request to approve the Minutes for the City Council Regular Meeting of January 7, 2014. (COUNCIL/AGENCY)

**(City Clerk's Office)**

**Recommendation:** It is recommended that the City Council/Agency waive reading of the minutes, approve as submitted, and order filed.

- C. A request to approve the Minutes for the City Council/City Council as Successor Agency to the Cudahy Development Commission Regular/Special Joint Meeting of June 3, 2014. (COUNCIL/AGENCY)

**(City Clerk's Office)**

**Recommendation:** It is recommended that the City Council/Agency waive reading of the minutes, approve as submitted, and order filed.

## **12. BUSINESS SESSION**

- A. Consideration to award a Professional Plan Check Services Agreement for Building Code Services to Transtech Engineers, Inc. for one (1) year with the option to extend. (COUNCIL)

**Recommendation:** It is recommended that the that the City Council award a Professional Services Agreement (PSA) for Building Code Plan Check Services to Transtech Engineers, Inc. for one (1) year with the option to extend. (Community Development)

A staff report was given by Michael Allen, Acting City Manager, who explained that the city has exceeded spending limits with two companies and gave reasons why he would like City Council award the PSA to Transtech Engineers, Inc. Fiscal impact will not exceed \$95/ hour.

City Attorney Birrueta asked if the modifications were made based on the city attorney's review and asked if there would be a transition period.

Mr. Allen stated that they did review indemnification provision and that there would not be a transition period.

Council Member Oliva asked if this amount was budgeted and stated that she would decline from voting because of appearance of impropriety.

Mr. Allen stated that they did not set a 'not to exceed' dollar amount.

Council Member Oliva stated that the project pays for itself.

Council Member Oliva stated that she participated in a raffle and that she would decline from voting because of appearance of impropriety.

City Attorney Birrueta stated that Council Member Oliva could decline from voting.

Mayor Garcia asked how the plan check savings were generated.

Mr. Allen stated that the proposal highlights each vendor and each plan check company collects percentage of plan check fees.

**Motion:** A motion was made by Vice Mayor Markovich, no second, to approve item 12A. Motion fails for lack of second.

Council Member Guerrero asked how soon the decision needs to be made and what is the anticipated adjustment to the total expenditures.

Mr. Allen stated that he needs to look into the difference in cost.

City Attorney Birrueta asked for a fiscal impact report.

**Motion:** A motion was made by Vice Mayor Markovich, seconded by Oliva, and carried (4-0) to move the item to the next meeting with a report on the specific fiscal impact.

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

**B. Consideration of Cudahy City Monuments Sign Project. (COUNCIL)  
(Community Development Department)**

**Recommendation:** It is recommended that the City Council select a City Monument Sign Design and give direction to City Staff for location(s) of monuments signs to be installed throughout the City.

Aaron Hernandez, Assistant City Engineer, gave a staff report. Mr. Hernandez gave a PowerPoint presentation that gave the background and discussed the importance of the city's monument signs. He discussed where the signs will be installed and that the total project costs depends on the type of signs selected.

Council Member Oliva asked if they will have a sign on Wilcox and Florence.

Mr. Allen stated that tonight the council was being asked to give consensus on locations for the signs to be installed so cost can be determined.

Council Member Guerrero stated his hesitation about the sign facing Salt Lake.

Vice Mayor Markovich noted he would like for a sign at City Hall and would like for a public service announcement on the back of the sign.

Recommendation to put item on the agenda for the next town hall meeting and solicit feedback from the residents to see what the support is.

**C. Consideration of Dissolution of the Bell-Cudahy Telecommunications Authority.  
(COUNCIL)**

**(Finance Department)**

**Recommendation:** It is recommended that the City Council of the City of Cudahy authorize staff to send a correspondence to the City of Bell stating that Cudahy will agree to dissolve the Bell-Cudahy Telecommunications Authority upon payment of prior franchise fees and public, educational, and governmental fees owed to Cudahy.

Mayor Garcia announced the presence of Vice Mayor of the City of Maywood, Eddie de la Riva.

Staff Report given by Steven Dobrenen, Finance Director. He provided background authority and discussed the fiscal impact of dissolving the Bell-Cudahy Telecommunications Authority. Mr. Garcia asked the City Council to authorize to dissolve it upon payment of franchise fees.

City Attorney Birrueta asked if the amount owed to the City is \$127,000 and she stated that City Attorney recommends that amount is included in the correspondence to the City of Bell because they will agree to dissolve if the amount is included.

**Motion:** A motion was made by Council Member Guerrero, seconded by Markovich, and carried (4-0) to send a letter to City of Bell stating that Cudahy will agree to dissolve the Bell-Cudahy Telecommunications Authority as soon as the City of Bell provides figures of what is owed to the city.

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

### 13. COUNCIL BUSINESS

- A. Discussion/ update item on Plaza De Cudahy.  
(Garcia)

**Recommendation:** Receive report and provide direction.

Mayor Garcia led discussion about the swap meet on Plaza de Cudahy and technical difficulties.

Discussion by Henry Garcia, Consultant, touched on technical difficulties, and ownership of land. A Conditional Use Permit is needed, as well as a reciprocal parking agreement, and a temporary use permit application in order to allow this. Stated that people have expressed an interest in moving the swap meet.

Mayor Garcia stated that Mr. Tsay is the landowner of the area and as a stakeholder has agreed to lease. Proposed to move forward with amending zoning regulations because they are being held back.

City Attorney Birrueta asks to ensure that proper entitlements are sought by Mr. Tsay and look at zoning and swap meet issues in San Fernando and that an Environmental Consultant will have to be hired and notice given.

Council Member Guerrero asked if it is feasible to permanently close down the street to allow for development on that area.

Vice Mayor Markovich stated that he believes this proposal will generate a lot of revenue for the city.

Council Member Oliva requested a PowerPoint.

Direction given to create presentation for next meeting, no objections noted.

- B. Discussion item on Rules of Decorum for Council Members.  
(Oliva)

**Recommendation:** Receive report and provide direction.

This item was tabled to the next Regular Meeting by affirmation of Council Member Oliva.

- C. Discussion item on prospective City Council consideration and adoption of regulations concerning firearms in the City of Cudahy.

**(Sanchez)**

**Recommendation:** It is recommended that the City Council provides direction as to whether it desires the City Attorney to draft an Ordinance implementing local firearms regulations for the City and, if so, what specific type(s) of firearms regulations it would like to have included in such Ordinance. It is also recommended that City staff provide information to the City Council as to the number of firearms retailers in the City and a breakdown of firearms-related offenses that have occurred in the City within the past 3 years.

This item was tabled to the next Regular Meeting by absence of Council Member Sanchez.

- D. Consideration of RESOLUTION NO. 14-03, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO MODIFY CERTAIN PARKING CITATION PRACTICES AND RELATED FEES ASSESSED BY THE CITY'S MUNICIPAL OFFICERS AND/OR CODE ENFORCEMENT OFFICERS (COUNCIL)

**(Guerrero)**

**Recommendation:** Approve Resolution No. 14-03.

City Attorney Birrueta stated that a portion of this resolution is in conflict with the administrative process of the Municipal Code's burden of proof, and that it may also be preempted by state laws.

Council Member Guerrero explains that he drafted this resolution because there were issues with code enforcement departments, and that high ticket fees are unbearable for the people of Cudahy. He stated that he is willing to pull sections four (4) and five (5) so that the Council considers the resolution.

**Motion:** A motion was made by Garcia, seconded by Guerrero, and carried (4-0) to approve resolution 14-03 with the exception of Sections 4 and 5.

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

- E. Consideration of RESOLUTION NO. 14-42, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY SUPPORTING PLANS TO DEVELOP THE FIRST COMMUNITY SWIMMING POOL IN THE CITY

**(Garcia)**

**Recommendation:** Approve Resolution No. 14-42.

Mayor Garcia explained that studies show that Cudahy needs a swimming pool for the betterment of the city.

Council Member Oliva clarified that she would like a guarantee that there will not be a raise in taxes to fund the swimming pool.

City Attorney Birrueta pointed out that future Council Members could use public funds to upkeep pool.

Council Member Sanchez noted that he is in support of this resolution.

**Motion:** A motion was made by Garcia, seconded by Sanchez, and carried (5-0) to approve resolution 14-42.

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

- F. Consideration of RESOLUTION NO. 14-43, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ENDORSING SB-935 TO AMEND THE CALIFORNIA STATE MINIMUM WAGE ANNUAL ADJUSTMENT.  
**(Markovich)**

**Recommendation:** Approve Resolution No. 14-43.

A report was given by Vice Mayor Markovich on the necessity to increase minimum wage to better the quality of life for the residents of Cudahy.

Council Member Guerrero stated that he does not support this resolution because it creates inflation and unemployment and other ailments to the community.

Council Member Sanchez stated that this is a difficult issue.

Council Member Oliva stated that retail industries will be affected. She approves the idea but would like to know how it will be compensated.

Mayor Garcia stated that there are benefits to raising minimum wage and this resolution is important for residents.

**Motion:** A motion was made by Mayor Garcia, seconded by Markovich, and carried (4-1) to approve resolution 14-43.

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

**G. Consideration of ORDINANCE NO. 629, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY ADDING CHAPTER 2.54 OF TITLE 2 OF THE CUDAHY MUNICIPAL CODE ESTABLISHING CITY CAMPAIGN ETHICS REGULATIONS.**

**(Guerrero)**

**Recommendation:** Approve introduction of Ordinance No. 629.

Council Member Guerrero explained that there has been a lack of regulation of campaign contributions and campaigning needs transparency in the last public campaign. He wants for candidates to be required to state how much they receive in contributions from entities who are up for a contract before people vote. He would like a discussion on capping the amount of contributions political candidates can receive from contractors.

Vice Mayor Markovich stated that he supports this proposition.

Council Member Guerrero stated that state law is in tune with this proposition.

City Attorney Birrueta explained that this proposition is the same as state law, and only Sections 2.54.020 and 2.54.060 are stricter than state law.

Council Member Guerrero stated that there should be a modification that contributions above \$50 do not need to be verbally announced.

Council Member Oliva noted that this requirement should be limited to campaign contributions.

Mayor Garcia stated that this proposition does nothing to improve quality of life and only creates limits on our system.

Council Member Guerrero agrees to focus this proposition only on campaign contributions.

**Motion:** A motion was made by Vice Mayor Markovich, seconded by Guerrero, and carried (3-1) to approve the first reading of Ordinance No. 629 with modification to limit it to campaign contributions.

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

**H. Consideration of RESOLUTION NO. 14-45, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY CALIFORNIA REGARDING THE CITY ATTORNEY OFFICE'S REVIEW OF ALL REQUESTS FOR PROPOSALS AND CONTRACTS PRIOR TO PRESENTATION TO CITY COUNCIL.**

**(Garcia)**

**Recommendation:** Approve Resolution No. 14-45.

Mayor Garcia is asking to authorize the City staff to utilize a low cost option to record council meetings, and to give the city manager discretion to get cameras and tripods to use immediately at the next meeting in order to show transparency on what is being done to move the city forward.

Council Member Oliva stated that she supports transparency and recording but she would like more time to consider the protocol.

Council Member Guerrero supports transparency but would like to hear from the residents before making a decision.

Vice Mayor Markovich suggested using interns to minimize costs.

Michael Allen stated that he needs to check what is feasible and develop an internal process.

Council Member Oliva stated that in the City of Bell, recordings cannot show the face of people, and that she wants to know what the cost will be.

**Motion:** A motion was made by Garcia, seconded by Markovich, and carried (3-1-1) to approve resolution 14-45 with the amendment that provided the city staff does find a low cost option of posting videos and streaming them online, the recordings will take effect at the next meeting, July 15<sup>th</sup>.

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

- I. Consideration of RESOLUTION NO. 14-46, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY CALIFORNIA REGARDING THE CITY ATTORNEY OFFICE'S REVIEW OF ALL REQUESTS FOR PROPOSALS AND CONTRACTS PRIOR TO PRESENTATION TO CITY COUNCIL.

**(Oliva)**

**Recommendation:** Approve Resolution No. 14-46.

Council Member Oliva explained that in order to cover the City from liability and have reassurance that items go through to the agenda, the City Attorney should review all requests for proposals and contracts prior to presentation.

City Attorney Birrueta asks that contracts be submitted to council members after they have been reviewed by the City Attorney so that vendors have protection.

**Motion:** A motion was made by Mayor Garcia, seconded by Oliva, and carried (5-0) to approve resolution 14-46.

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

#### **14. CLOSED SESSION**

City Attorney Isabel Birrueta announced that the City Council/Agency would recess to Closed Session to discuss Items A and B on the Closed Session agenda.

- 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 in its capacity as Successor Agency to the Cudahy Redevelopment Agency.**
- B. Closed Session pursuant to Government Code 54956.9(d) (1), Conference with Legal Counsel Regarding Pending Litigation: ECM v. City of Cudahy, Los Angeles Superior Court Case No. VC063271.**

#### **City Attorney Report from Closed Session**

City Attorney Isabel Birrueta reported that the City Council/Agency met in Closed Session to discuss Item A on the Closed Session agenda. **(Discussed after Section 7, City Council Comments, before Section 8, City Manager Report)**

In regard to Item A, direction was given, no action was taken.

City Attorney Isabel Birrueta reported that the City Council/Agency met in Closed Session to discuss Item A on the Closed Session agenda.

No notes provided from City for Closed Session Item B.

#### **15. ADJOURNMENT**

The City Council/Agency meeting was adjourned at 11:36 p.m.

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MAYOR

ATTEST:

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INTERIM CITY CLERK

APPROVED:

**MINUTES  
CUDAHY CITY COUNCIL  
A Regular Meeting held in the City Council Chambers,  
5240 Santa Ana Street, Cudahy, California  
Tuesday – February 4, 2014 - 6:30 P.M. (OPEN SESSION)**

**1. CALL TO ORDER**

Mayor Guerrero called the meeting to order at 7:25 p.m.

**2. ROLL CALL**

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

**ABSENT:** Councilmember Markovich

**Pledge of Allegiance:** Vice Mayor Garcia

**Invocation:** Mayor Guerrero

**Presentations:**

- Certificate of Appreciation to Bertha Rodriguez

Mayor Guerrero, on behalf of City Council, presented a Certificate of Appreciation to Bertha Rodriguez from Latino California Newspaper, in recognition of her news coverage of parental intervention in the City of Cudahy related to Teresa Hughes Elementary School.

Ms. Rodriguez expressed her appreciation for the recognition.

- Certificate of Appreciation to Frank Parish and Pamela Munguia

Mayor Guerrero, on behalf of City Council, presented Certificates of Appreciation to Frank Parish and Pamela Munguia for their volunteering efforts in support of the City.

Mayor Guerrero acknowledged the attendance of various dignitaries.

**3. PUBLIC COMMENT**

Mayor Guerrero opened public comments.

Francisca Sorto commented on challenges with parking in the City and asked Council to consider the issue.

Tricia Sarmiento and Norma Contreras, representing members of the community, distributed written comments to Council and requested the use of a meeting room at Clara Park for their annual Parent Volunteer Training in conjunction with Elizabeth Learning Center. The group is composed of approximately sixty (60) parents and they reported that the event occurs once per year.

Mayor Guerrero noted that the use of City facilities will be a topic of discussion at tonight's meeting.

Elizabeth Placencia commented on the beginning of City classes and asked if instructors are required to submit fingerprints. She noted the importance of conducting background checks and registering instructors of children.

Talia Leon, Congresswoman Lucia Roybal-Allard's office, introduced herself and provided information regarding an upcoming student art competition. Additionally, she provided information regarding her office location and encouraged residents to apply under the Affordable Care Act.

Sergio Salas provided testimony on a recent encounter with a towing company noting that the driver of the towing company almost ran his wife over.

Dr. Richard R. Espiritu, Glendale, commented on a Federal mandate that all municipalities establish a disaster plan. He provided the City Clerk with a questionnaire issued by the Department of Justice in Washington D.C. and asked whether the City has a disaster plan and whether input was received from people with disabilities. He asked whether transportation was provided for people with mobile disabilities and whether relocation centers have been evaluated to ensure that they are ADA compliant as well as other inquiries related to a disaster plan.

City Attorney Padilla noted that staff is in receipt of the questionnaire and will be handled according to the Public Records Act.

Lesly Lainez (Mr. Sergio Salas's wife), offered her testimony regarding the recent incident with a towing company.

Alfred Areyan commented on the importance of having a disaster plan and the possibility of applying for grant money for same. Additionally, he commented on CERT classes/training as well as mobile home park issues.

Jose Parra, Los Angeles County Library, announced events going on at the library and encouraged City Council to tour the library and learn about its community programs and services.

Veronica Centeno, Club Sabor Latino, commented on continuing with the organization's monthly dances and thanked Councilmember Oliva and Mayor Guerrero for their

participation. She asked that Council continue its support so that they may continue offering the dances.

Danamey Aguilar stated she is glad to see City Councilmembers working together and commented on mobile home issues and that possibility of having a workshop with mobile home residents to discuss the matter and offered her help. Additionally, she referenced comments from Dr. Espiritu and stated she has taken disaster planning classes and they have been very helpful. She encouraged Council to proceed with disaster planning for the City.

Pamela Munguia requested Council's support relative to Teresa Hughes Elementary School, commented on mobile home park issues and requested assistance with grant applications. Additionally, she thanked the City and Council for the positive changes being made.

Elia Rivera, Club Sabor Latino, requested Council's continued support so that they may continue their dances and activities.

Elizabeth Alcantar announced an upcoming financial aid workshop for in-coming college students as well as the availability of scholarships. The event dates are pending but she noted the need for volunteers. She commented on Item 6O and suggested providing a summary in future agenda packets.

Brief discussion followed regarding the possibility of offering the workshop on February 22, 2014 and several Members of Council offered to volunteer.

David Argudo, Councilmember for the City of La Puente, commended Council for working well together and commented on the importance of disaster preparedness. Regarding the latter, he reported attending the NALEO conference and noted the availability of supportive material in terms of a disaster preparedness program.

Javier Flores commended Council for working together and requested information regarding the grant application process for mobile home residents. Additionally, he requested help in terms of the City providing overnight parking for residents and asked that the matter be placed on the agenda. He encouraged Council and residents to work together for the betterment of the City.

William A. Tejada requested Council support of Elizabeth Learning Center and their parent volunteer program. Additionally, he requested help with the grant application process related to mobile home parks and commented on the need for renovation of Lugo Park.

Estefana Gonzales thanked Council for its continued assistance and requested help with the grant application process related to mobile home parks. She noted the need to fix existing structures and not demolish them.

Emilio Ramirez thanked Council for its help and requested respect from staff. He noted that members of the community are poor, but honest, and that many residents are confused regarding the requirements for mobile home grants and the application process.

Fernando Lopez noted that the present Council inherited many problems and now has an opportunity to make things better. He complained about a neighbor who has roaches, rats and insects on his property but no one is doing anything about it. He reported submitting a written complaint to Officer Mazaniego but that he has received no response. He opined that if Officer Mazaniego does not want to do his job, he should leave and allow someone else to do it. Additionally, he commented on the need for overnight parking and commented on the City audit. He reported submitting a copy of his complaint to Councilmember Oliva.

Jose Cortes stated he is a vendor in the Cudahy swap meet and asked for an opportunity to better the venue. He noted decreased vendor participation and noted that for many, the swap meet is a way to support their families. He expressed his appreciation for the help in relation to Elizabeth Learning Center. He commented on a group of kids at the swap meet and asked if they are paid. Additionally, he suggested organizing vendors in order to develop ideas to improve the swap meet and the possibility of holding parent workshops there to learn about opportunities for students and provide information. He noted the interest of a karate instructor to hold classes at the swap meet and suggested having a table to provide relevant information, including a City disaster plan and engage in public dialogue.

Rosa Guzman commented on the Club Sabor Latino event noting that she was charged at the entrance and that her purse was checked. She reported that they were not allowed to enter with water or soda, as these were sold inside.

Sandra Orozco, community activist, spoke regarding the possibility of placing a City proclamation to the National Multiple Sclerosis Society on a future agenda. She stated she was glad to see a representative from Congresswoman Lucia Roybal-Allard's office and requested a future workshop on the Americans with Disabilities Act. Additionally, she requested a copy of the Fiesta Taxi Cab contract adding that have often picked her up late. She commented on Councilmember Sanchez's request to hold Parks and Recreation Commission meetings earlier in the day and asked that he step down as a Councilmember.

Brenda Rodriguez complained about kids and adults smoking marijuana and blowing it towards students when they are coming out of school. She asked the Sheriff's Department to patrol the area.

Marcos Covarrubias expressed his support of Items No. 6F, 6E and 6K and in support of changing the City's parking ordinance. He complained about Councilmember Sanchez's conduct at a recent Parks and Recreation meeting and asked that he be disciplined.

Gloria Sandoval spoke in support of a City facility for holding a parent volunteer workshop in connection with Elizabeth Learning Center. She commented on Code Enforcement to patrol schools and spoke in support of Elizabeth Learning Center students. Additionally, she voiced concerns regarding Councilmember Sanchez conduct at a recent Parks and Recreation meeting.

Patricia Covarrubias commented on Item No. 6C and requested that Council stop the application submitted by Councilmember Sanchez's friends for mobile home park grants.

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

### **CITY COUNCIL COMMENTS**

Councilmember Oliva commented on a recent fire in the City, reported there are homeless people loitering on the property and asked Code Enforcement to check on the property. Additionally, she commented on the possibility of CDBG funds for mobile home parks. She addressed the possibility of assigning a City facility for a workshop for Elizabeth Learning Center parent volunteers.

Mayor Guerrero suggested they contact the City Manager's office to present their request. He added that the subject of a facility use is on this evening's agenda.

Councilmember Oliva requested a status update on the City's disaster plan reported that the restrooms at Clara Park were dirty. Additionally, she provided a brief overview of the training recently held for Councilmembers in Sacramento.

Councilmember Sanchez reported that a City disaster plan is one of Council's objectives for the coming fiscal year and commented on opportunities for grants. He addressed mobile home park grants and reported that Maria Torres is the person in charge of same and only works Thursdays and Fridays. He commented on the number of grants available, the applications submitted and scholarships awarded and noted that properties observed on Elizabeth would receive priority. He addressed the issue of fingerprinting employees and volunteers and offered his help at the upcoming financial aid workshop. Finally, he commented on defending his family members.

Vice Mayor Garcia thanked residents for their feedback. He announced a change in his officer hours on Fridays at Chris's Burgers from 11:00 a.m. to 1:00 p.m. He added that the meetings have been very productive and that one of the issues involved overnight parking. The issue is not on the agenda but he reported that staff was directed to conduct additional research in terms of practices by other cities and that the issue is being addressed. He commented on ballet and Zumba classes and stated his support of the parent volunteer program at Elizabeth Learning Center. Additionally, he commented on the mobile home grants and noted there has been a lot of misinformation reported on the subject. He added that many are trying to sabotage the process but that they will not be allowed to do so.

Mayor Guerrero requested adding an emergency preparedness plan onto Council's next meeting agenda as well as overnight parking, an update on the Cudahy swap meet and a proclamation for the Multiple Sclerosis Society. Additionally, he reported that Josefina Vasquez-Molta, a prior candidate for the President of Mexico, will be visiting the southeast and will be visiting the City of Huntington Park with a book tour. Mayor Guerrero stated he will be joining her during her visit to the Los Angeles area. He requested issuing a proclamation to her as well, in honor of her visit. Finally, he noted that he selects public speakers in the order in which speaker cards are submitted. He commented positively on the recent League of Cities training for Councilmembers in Sacramento.

#### **4. WAIVE FULL READING**

**4A.** Consideration and Approval of Recommendation to Direct the City Clerk to Amend the Standard Text of City Council Agendas to Provide that the Full Text Reading of all Resolutions and Ordinances be waived 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.

***Recommendation:*** Motion to approve as stated.

Mayor Guerrero read title to the aforementioned item and opined it should have been worded as a resolution.

A motion was made by Guerrero, seconded by Garcia, and carried (4 – 0) to approve the recommendation to direct the City Clerk to amend the standard text of City Council Agendas to provide that the full text reading of all resolutions and ordinances be waived 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 and when appropriate, by subsequent motion.

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

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

Vice Mayor Garcia reported he had originally pulled Item No. 5A but stated he would like to include it as agendaized for discussion. He requested tabling Items No. 6B, 6I, 6O, 6P, 6Q, 6S, 6T, 6V and 6X.

Mayor Guerrero suggested tabling Items No. 6B, 6I, 6O, 6P, 6Q and discussing Items No. 6S, 6T and 6V towards the end of the meeting and address 6W. He suggested folding Item No. 6X into the discussion for Item No. 6L.

Councilmember Oliva and Vice Mayor Garcia suggested focusing 6L on facility use only.

Mayor Guerrero agreed and stated Item No. 6X would be removed from the agenda.

Councilmember Oliva requested prioritizing Item No. 6C as many residents are in attendance to address the matter.

A motion was made by Guerrero, seconded by Garcia, and carried (4 – 0) to table Items No. 6B, 6I, 6O, 6P and 6Q; move Items No. 6S, 6T, 6V and 6W towards the end of the agenda, removing Item No. 6X from the agenda and moving Item No. 6C prior to Item No. 6A.

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

**5A.** 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.

Director of Finance, Stephen Dobrenen provided details of the staff report and addressed the RFP and selection process. He reported that IT Systemhouse has been serving the City on a month-to-month basis and has been very proactive in their practices. He added that their suggestions have saved the City substantial amounts of money and that they look for the best interests of the City. He presented recommendations as stated in the report.

In response to an inquiry from Mayor Guerrero, Mr. Dobrenen reported that the relationship had been entered into at the City Manager's discretion and that Council is being asked to approve the contract since the financial threshold of approval is being exceeded. He added that they participated in the RFP process.

Vice Mayor Garcia commented on the competitive selection process and reported there are many aspects that require updates in the system.

In response to Councilmember Oliva's inquiry, Interim City Manager Garcia reported this system has nothing to do with the City website. He commented on efforts to place the City's website on a "cloud" system.

Discussion followed regarding provisions for early termination of the contract and the term of the contract.

A motion was made by Guerrero, to approve the contract with IT Systemhouse through the end of the fiscal year, June 30, 2014.

Mayor Guerrero withdrew his motion.

City Attorney Olivares suggested that Council allow him the opportunity to review the RFP and the contract to ensure substantial compliance.

Councilmember Oliva stressed the need for the City Attorney's office to review every contract to be considered, prior to it being presented to City Council.

City Attorney Olivares commented on the general contract template provided to staff adding that its use streamlines the review process. He added that the contract must work in concert with the RFP and the scope of work.

It was noted that a copy of the contract is included in the RFP documentation distributed to potential vendors. It is represented as a baseline contract so that the applicants can understand the template.

In response to an inquiry from Council, City Attorney Olivares noted that Council may approve the agreement at this time, subject to certain modifications. He added that the substance of the terms cannot be changed. It was noted that the terms of the contract is for one (1) year from the date of execution.

Interim City Manager Garcia suggested that Council allow staff to bring back the matter with clarification of the scope and terms and allowing the City Attorney's office to review the RFP and contract.

Mayor Guerrero so ordered.

- 5B.** 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).*

Deputy City Clerk Angela Bustamante reported that this item was tabled at the last meeting and that after speaking to the SCAG representative, she advised that the regional Councilmember must be the delegate for the SCAG General Assembly meeting in May. She requested the assignment of an alternate and for the City Clerk to certify that appointment. She added that Vice Mayor Garcia is currently on the Regional Council.

A motion was made by Guerrero, seconded by Oliva, and carried (4 – 0) to appoint Vice Mayor Garcia as the delegate and Councilmember Oliva as the alternate to represent the City of Cudahy at the SCAG General Assembly.

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

**5C.** Consideration of Resolution No. 14-12, a resolution adopting the annual operating budget for fiscal year 2013-2014.  
**(Resolution No. 14-12 and FY13-14 Budget attached)**

***Recommendation:*** Motion to approve Resolution No. 14-12.

Mayor Guerrero noted this matter is long-overdue. He referenced a previous-approved resolution, that going forward; Council will pass a balanced budget on a timely, regular basis beginning the upcoming fiscal year. He addressed the current fiscal year and work done to move the budget forward including reduction in expenditures and renegotiating the City's legal services contract as well as other efforts to increase efficiency. He reported that if one-time, non-recurring items are excluded, the City will end with a structurally-balanced budget. He provided corrections to Resolution No. 14-12 in terms of projected revenues of \$8,704,506 and stated that expenditures should be corrected to reflect the amount of \$8,930,301 (Sections 1 and 2).

Discussion followed regarding the Budget Committee and the City Manager's presentation to Council.

Mayor Guerrero requested changing Section 3 to \$5,000 as the discretionary authority of the City Manager.

A motion was made by Guerrero, seconded by Oliva, and carried (4 – 0) to approve Resolution 14-12 as modified.

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

**5D.** Consideration to amend the Sonnenberg and Company agreement for an amount not to exceed \$10,000.00  
**(Audit Engagement letter attached)**

***Recommendation:*** Motion to approve the amendment and authorize the Mayor to execute the agreement.

Director of Finance Stephen Dobrenen presented details of the proposal submitted by Sonnenberg and Company and addressed changes in risk, changes in key personnel and in work. He added there was a component that was not disclosed therefore, changing the scope of work to be performed and presented recommendations as listed in the report.

Discussion followed regarding the original amount of the agreement and a change of \$10,000.

In response to Mayor Guerrero's inquiry, Mr. Dobrenen reported that the City has not met the threshold for a single audit.

Councilmember Sanchez stated he would like to maintain the agreement at the current level of \$19,000. He commented on the City being small enough to pay between \$20,000 and \$25,000 and suggested an increase of \$5,000 rather than \$10,000.

Mayor Guerrero stated that changing firms will look bad on the City.

Interim City Manager Garcia reported that the scope of work has changed and suggested increasing the contract amount by \$10,000. He agreed with Councilmember Sanchez for next year's audit but suggested approving the \$10,000 in order to allow Sonnenberg to finish the audit and move forward.

Discussion followed regarding changes in situations requiring an increase in the agreement amount and increasing efficiencies going forward. Ensuing discussion pertained to negotiations for arriving at the \$10,000 figure. More efficiencies should be achieved this year and going forward.

Interim City Manager Garcia reported that \$20,000 to \$25,000 is the range for the size of the City.

Director of Finance Dobrenen reported that other changes have confirmed changes that have occurred in the City. He added that CPA firms are required to get an engagement letter signed every year.

Discussion followed regarding the expected time for completion.

Interim City Manager Garcia stressed the importance of completing the audit in a timely fashion and addressed the role of Council and the message being sent.

Councilmember Sanchez indicated his desire to review the scope of work.

Mayor Guerrero noted the need to cooperate with the audit process and that it is reasonable for the audit firm to increase their fee. He added that fees will be renegotiated going forward. He added that if his motion does not pass, he will call a special meeting in a couple of days.

City Attorney Olivares reported that resolutions and advance of payments require a three (3) Council votes.

A motion was made by Guerrero, seconded by Garcia, to approve the amendment to the Sonnenberg and Company agreement for an amount not to exceed \$10,000 and authorize the Mayor to execute the agreement.

Councilmember Sanchez indicated he will be voting no on this matter and explained his basis for doing so.

Councilmember Oliva indicated she would feel more comfortable voting on this item if additional information is provided in terms of what specifically occurred, what positions are involved and ensuring that this does not occur again going forward.

Interim City Manager Garcia stated he has not spoken specifically to Sonnenberg about the increase.

Mayor Guerrero suggested that the Interim City Manager have a conversation with the auditors to better understand what is driving the requested increase.

Councilmember Oliva stated she would like the Interim City Manager to understand what is occurring in order to better explain the situation to Council. She noted the need to fix internal controls in the City.

Director of Finance Dobrenen stated that although many deficiencies have been corrected, they must still be reported.

Interim City Manager Garcia noted he will return with the matter to City Council in two (2) weeks.

No action was taken on the motion.

**5E. Consideration and Ratification of First Amendment to Agreement with Olivarez Madruga, P.C for General Legal Services to establish a fixed monthly retainer. (Staff Report attached)**

***Recommendation:*** *To consider and approve the first amendment to the Olivarez Madruga, P.C agreement and authorize the Mayor to execute the agreement.*

City Attorney Olivares presented details of the report and stated that currently, his office performs all work for the City on an hourly basis. He added that the agreement establishes a fixed, monthly retainer for general matter services which comprise the bulk of their day-to-day work. He pointed out that there is a "special matters" component to the agreement which includes matters that are not routine in nature. He listed items under "special matters" noting that they are driven by the actions of outsiders such as if the City were to get sued. He addressed increases in public

records requests, special land-development issues and meetings other than regular Council meetings adding that these would be billed on an hourly basis.

Mayor Guerrero indicated his desire to have the new agreement begin on February 1, 2014. He commented on items under Sections E through H being considered "special matters" and believed that employee-related issues would fall into the "basic services" work.

City Attorney Olivares commented on his office's experience with other cities noting that cities with Police Departments generate a lot of time in terms of personnel-discipline matters. Cudahy outsources its Sheriff's services so there is no anticipation of a lot of employee-related incidents.

Mayor Guerrero distinguished between items that would fall under basic services and those under "special matters".

City Attorney Olivares listed examples of personnel issues that could be classified under "retainer-type" services and those under "special matters". General consultation about labor issues would fall under the retainer. He noted that edits could be made to the agreement specific to that. Should an employee file a Workers Compensation claim or other types of claims for grievances, those would be considered "special matters".

Mayor Guerrero recommended that the City Attorney modify matters to classify as general items under the retainer and bring the matter back to Council in the near future.

Discussion followed regarding additional savings that can be generated by classifying matters under the basic retainer and land-development projects for which involvement of the City Attorney will be required.

The matter was tabled to the City Council meeting of February 18, 2014.

**5F.** City Manager's report on City matters.

***Recommendation: Motion to receive and file.***

Interim City Manager Garcia provided details of the report addressing background and CDBG funds available for mobile homes. The amount available is \$50,000 and Mr. Garcia addressed applications, prioritization of Green Lantern and applications and reported that those Federal funds cannot be used on mobile homes that have violations such as illegal additions or additions that are not permitted. Those mobile homes are not eligible, regardless of the crisis. He noted that many people will not qualify for the funds. He added that the funds available translate to approximately seven (7) mobile home parks whereby the funds can be utilized. The pot of money is not big enough for the number of people who have submitted requests. He added that he does not have an accurate list of the seven (7) mobile home parks that can receive funding at this time.

Councilmember Oliva expressed disappointment that complete information was not provided when the idea was first presented to Council. Additionally, the necessary requirements were not made clear to residents. She indicated that the process should have been carefully reviewed before it took place. The City should have sent out the complete information to all mobile home parks. She offered to help with distribution of information packets and asked that requirements be included in the packets. She commented on a home that was granted \$8,000 noting that the park was not inspected by the City.

Saul Bolivar commented on the dangers of "cherry-picking" potential recipients. He reported that the process involves prioritization of "first come, first served" and commented on possible challenges with the process. He addressed code violations and the need to be in compliance prior to qualifying for funds.

Interim City Manager Garcia suggested that coordinator Maria Torres attends the next City Council meeting to provide an update and have the CDBG Guide Book available as reference.

Mayor Guerrero expressed concerns regarding the process for awarding the contract and the "first come, first served" approach. He questioned whether the process has been fair or open for anyone to apply. He added that it should not be based on who acted the fastest, but rather on prioritized criteria or a lottery system. He recommended holding off on any award until the matter can be clarified.

Mr. Bolivar indicated that staff will clarify that no awards have been issued and will contact the program manager for additional information and conditions for making the awards.

Discussion followed regarding expiration of CDBG funds and the possibility of adding funds to the single-unit rehabilitation program before the end of the program year.

Mayor Guerrero noted that nothing is guaranteed for the next fiscal year and that Council has to approve the CDBG allocation.

It was noted that Code Enforcement and the CDBG allocation must operate in tandem.

Mayor Guerrero reported that Council needs to understand the implications going forward and that he wants a program that is fair and just and not one that is subject to abuse.

Mr. Bolivar reported that CDBG will audit each transaction.

Mayor Guerrero directed staff to provide an update at the next opportunity to get all of the facts. He commented positively on the possibility of a lottery or prioritizing awards based on meeting the required criteria.

It was noted that the City cannot turn anyone that qualifies for the program, away.

Discussion followed regarding other areas for which CDBG funds can be utilized and the possibility of assigning a staff member to collect applications and/or respond to questions on the days that Ms. Torres does not work.

Mayor Guerrero requested prioritizing Items No. 6V and 6W before adjourning and tabling the remaining items.

Councilmember Oliva requested also hearing Item No. 6S.

Vice Mayor Garcia expressed concerns with the amount of time taken by Council to discuss specific items. He added that questions regarding contracts should be addressed prior to meetings and that the issue such as graffiti should be done earlier in the meeting when more residents are in attendance. He stressed the need to revisit the structure and efficiency of Council meetings. He suggested tabling Item No. 6S to the next Council meeting for increased transparency.

Mayor Guerrero stated that Items No. 6S, 6V and 6W will be prioritized and the remaining items will be tabled, without objection.

## **6. COUNCIL BUSINESS**

- 6A.** 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.

- 6B.** Discussion item on the pension program.  
**(Verbal report by Mayor Guerrero)**

***Recommendation:*** Motion to receive and file.

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

- 6C.** Update and discussion on the mobile home parks with violations and available CDBG funds for the mobile home parks.  
**(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.

- 6D.** Discussion item on State Controller's audit status.  
**(Verbal report by Mayor Guerrero)**

***Recommendation: Motion to receive and file.***

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

- 6E.** Discussion item on loud noise ordinance.  
**(Verbal report by Mayor Guerrero and Councilmember Oliva)**  
**(Municipal Code Section 9.04.020 attached)**

***Recommendation: Motion to receive and file.***

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

- 6F.** Discussion item on a Cudahy Welcome sign.  
**(Verbal report by Mayor Guerrero and Vice Mayor Garcia)**

***Recommendation: Motion to receive and file.***

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

- 6G.** 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.***

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

- 6H.** 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.***

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

- 6I.** Discussion item to allow 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.

- 6J.** Consideration of Resolution No. 14-13, Hiring freeze pending approval of FY14/15 budget.

**(Verbal report by Mayor Guerrero and Vice Mayor Garcia)  
(Resolution No. 14-13 attached)**

***Recommendation: Motion to approve Resolution No. 14-13.***

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

- 6K.** Consideration of Resolution No. 14-03, a resolution to modify certain parking citation 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***

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

- 6L.** 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.***

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

- 6M.** 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.***

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

- 6N.** 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 tabled to the next City Council meeting.

- 6O.** Discussion and approval of Cudahy College preparedness program.  
**(Verbal report by Councilmember Markovich)**

***Recommendation: Motion to receive and file.***

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

- 6P.** Discussion on the City to sponsor the One City One book.  
**(Verbal report by Councilmember Markovich)**  
**(List of books attached)**

***Recommendation: Motion to receive and file.***

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

- 6Q.** Consideration of Resolution No. 14-14, a resolution in support of Senate Bill 828, the Fourth Amendment Protection Act.  
**(Verbal report by Mayor Guerrero and Council Member Cristian Markovich)**  
**(Resolution No. 14-14 attached)**

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

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

- 6R.** Consideration of Resolution No. 14-15, a resolution to establish City Councilmember conduct at commission meetings.  
**(Verbal report by Mayor Guerrero and Council Member Oliva)**  
**(Resolution No. 14-15 attached)**

***Recommendation: Motion to approve Resolution No. 14-15.***

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

- 6S.** Discussion item on graffiti removal progress.  
**(Verbal report by Mayor Guerrero)**

***Recommendation: Motion to receive and file.***

Mayor Guerrero emphasized the need to comply with the previously-approved ordinance regarding the graffiti removal process and to ensure that the City has enough resources to do so.

Councilmember Oliva expressed concerns with graffiti on sidewalks and suggested monitoring and removing graffiti every two (2) days and the possibility of addressing it on a timelier basis.

Sam Bolivar explained existing challenges with lack of personnel. He noted the need for more people and new equipment to keep up with the amount of graffiti generated in the City.

Mayor Guerrero noted the need to address the matter in order to remove graffiti on a timely basis.

Discussion followed regarding the possibility of outsourcing graffiti removal services, establishing high standards for vendors and keeping up with costs.

Ensuing discussion pertained to cleaning up specific locations on a daily basis, evaluating the productivity and efficiency of existing staff and the possibility of allocating funds in the budget for new equipment and resources.

Discussion continued regarding a Sheriff's Department program to photograph and GPS tag incidents of graffiti for increased enforcement. Brief discussion continued regarding the possibility of painting murals at graffiti-prone locations.

An update report will be presented on this matter at the City Council meeting of March 18, 2014, including information regarding what is needed from a resources perspective.

- 6T.** Discussion item on gang intervention strategies including gang intervention subcommittee.  
**(Verbal report by Mayor Guerrero)**

***Recommendation: Motion to receive and file.***

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

- 6U.** Discussion item on ongoing city council ethics inquiry.  
**(Verbal report by Mayor Guerrero and Vice Mayor Garcia)**

***Recommendation: Motion to receive and file.***

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

- 6V.** Discussion item on commission openings, applications and re-organization.  
**(Verbal report by Mayor Guerrero and Vice Mayor Garcia)**

***Recommendation: Motion to receive and file.***

City Clerk Bustamante responded to an inquiry from Mayor Guerrero noting that commission terms expire April 30, 2014 and that notices for applications must be released ten (10) days prior to deadlines.

Mayor Guerrero reported that the City of Bell has no commissions and that Council has taken on that responsibility. He indicated that is not advisable for Cudahy and commented on the importance of a Planning Commission. He suggested the need to evaluate whether other existing commissions are providing value to the City. He added that Parks and Recreation provides an important function as well as the Aging and Senior Commission. He questioned the function of the Public Safety Commission.

Discussion followed regarding the possibility of restructuring the commissions next month rather than waiting until April and doing a full restructuring of the Parks and Recreation Commission and the Aging and Senior Commission.

Councilmember Oliva stated she would like the application process to begin now.

Discussion followed regarding holding off on posting vacancy notices until the next City Council meeting, holding off on the Public Safety Commission and Planning Commission.

A motion was made by Garcia, seconded by Oliva, and carried (2 – 1 – 1) to open the application process for the Aging and Senior Commission and the Parks and Recreation Commission with a view towards appointments in April and a full restructuring of the Aging and Senior Commission and the Parks and Recreation Commission on the first meeting in March, 2014.

AYES: Oliva, Garcia  
NOES: Sanchez  
ABSENT: Markovich  
ABSTAIN: Guerrero

**6W.** Discussion item on NALEO membership for commissioners.  
**(Verbal report by Mayor Guerrero)**

***Recommendation:*** Motion to receive and file.

Mayor Guerrero addressed discussions on this matter and reported that two (2) Commissioners from each commission will be reimbursed for their membership fee. He reported that this has turned into a contentious issue. He requested holding off/rescinding paying for two (2) members of each commission and addressing future training opportunities on a case-by-case basis.

**6X.** Discussion item on proposed facility use by Club Sabor Latino.

***Recommendation:*** Motion to receive and file.

The aforementioned item was eliminated from the agenda.

## **7. ADJOURNMENT**

The City Council meeting adjourned at 12:06 a.m.

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MAYOR

ATTEST:

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ACTING CITY CLERK

APPROVED:



# AGENDA REPORT

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**MEETING DATE:** September 2, 2014

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Steven Dobrenen, Director of Finance

**TITLE:** **A Request to Approve Continuing Appropriations for Fiscal Year (FY) 2014-2015 and adopting Resolution No. 14-50, AUTHORIZING CONTINUED EXPENDITURES UNDER THE FISCAL YEAR 2013-2014 OPERATING BUDGET PENDING THE FINAL APPROVAL OF THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2014-2015.**

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## **RECOMMENDATION:**

That the City Council approve the attached Resolution authorizing a Continuing Appropriation for the City for Fiscal Year (FY) 2014-15 pending the final adoption of the FY 2014-15 budget by or before October 31, 2014.

## **BACKGROUND:**

The annual budget is usually presented for approval by June 30<sup>th</sup>; however, due to the turnover of City Council, key staff and the process of developing a strategic plan, the approval of the final budget did not take place before June 30, 2014. The budget document is near completion, however, time needs to be reserved for presentation to the City Council and for the Council to review the various components, consider options and give direction to staff before the final budget for Fiscal Year 2014-15 is completed and submitted to the City Council for approval.

In order to have proper authorization to continue processing the payroll and making payments of certain invoices on a timely basis and to avoid service and interest charges, it is in the best interest of the City Council to pass a continuing appropriation Resolution allowing the City to operate with the prior year's budget until the new budget is adopted. Therefore, the City Council adopted Resolution No. 14-41 at its regular meeting on June 17, 2014, authorizing a continuing appropriation of the Fiscal Year 2013-14 budget until the City Council's adoption of the Fiscal Year 2014-15 budget or until the City Council's regular meeting on September 2, 2014, whichever was first in time. The Fiscal Year 2014-15 budget will not be adopted by September 2, 2014, therefore the proposed Resolution extends the continuing appropriation of the Fiscal Year 2013-14 through October 31, 2014, or until the date upon which the City Council adopts the Fiscal Year 2014-15 budget, whichever is first in time.

This Resolution No. 14-60 will allow the City to operate in a normal way, but does not allow for any new spending programs including new capital improvement expenditures,

not budgeted in FY 2013-14 until such time as the budget is adopted by the City Council. This situation should not exist for a very long time as the budget to be discussed and approved in the very near future.

**ANALYSIS:**

When a budget is required by ordinance, a city must adopt a budget before the beginning of every fiscal year, estimating the city's future expenditures and revenues (Government Code §§ 53734, 53901). When it is not possible to adopt a budget as required by ordinance, a continuing appropriation resolution authorizing continued expenditures under the prior year's budget may be utilized to authorize city staff to expend city funds until a budget is approved. In the City of Cudahy, as prescribed under Cudahy Municipal Code Section 2.12.030(8), the City Manager must submit an annual budget and proposed salary plan to the City Council for its approval. Therefore, as the City has an ordinance that seems to require an annual budget, the City should either approve a budget prior to the start of the fiscal year or adopt a continuing appropriation resolution in order to ensure compliance with state law.

Furthermore, Cudahy Municipal Code Subsection 3.04.070 demonstrates that a budget is important for the timely drawing of warrants and payment of demands by the City, as the absence of a budget requires the auditing of payroll and vendor disbursements by the City Council prior to their issuance. Since payroll and vendor disbursements do not always coincide with City Council meetings, special meetings would need to be held to so that the auditing by the Council could occur prior to payment. The adoption of a continuing appropriation resolution would allow the City to operate under the 2013-2014 budget and process warrants and demands in its usual fashion, without the need for additional special meetings to audit every warrant prior to payment.

Given the above considerations, the Department of Finance and the City Attorney's Office recommend that the City adopt a continuing appropriation resolution to authorize continued expenditures under the FY 2013-2014 budget until such time as the City Council approves the FY 2014-2015 budget.

**RESOLUTION NO. 14-60**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, AUTHORIZING CONTINUED EXPENDITURES UNDER THE FISCAL YEAR 2013-2014 OPERATING BUDGET PENDING THE FINAL APPROVAL OF THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2014-15**

WHEREAS, the City of Cudahy ("City") needs an operating budget to function financially and the City Manager is required to submit a proposed annual budget to the City Council under the Cudahy Municipal Code; and

WHEREAS, City staff are still in the process of preparing a fiscal year 2014-2015 budget, therefore the 2014-2015 budget was not approved by the City Council prior to the start of the 2014-2015 fiscal year; and

WHEREAS, the Cudahy Municipal Code structures the City's processing of warrants and payment of demands based upon the adoption of an annual budget, and the City relies upon a budget to continue making payments to vendors and processing other City expenditures in a timely basis with proper authorization; and

WHEREAS, the City Council has a properly approved budget for fiscal year 2013-14; and

WHEREAS, the City Council previously adopted Resolution No. 14-41 on June 17, 2014, to authorize continued expenditures under the fiscal year 2013-2014 operating budget pending the adoption of the fiscal year 2014-2015 budget by or before September 2, 2014; and

WHEREAS, the City wishes to authorize continued expenditures under the approved fiscal year 2013-2014 budget pending adoption of the fiscal year 2014-2015 budget by or before October 31, 2014, at either a regular or special meeting of the City Council.

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

**SECTION 1.** The City hereby continues the fiscal year 2013-14 budget pending adoption of the fiscal year 2014-2015 budget by or before October 31, 2014 at either a regular or special meeting of the City Council. This authority extends to normal and usual operations and resultant expenditures and does not authorize any expenditure for new programs or projects except as a continuation of those authorized in the fiscal year 2013-2014 budget.

**SECTION 2.** City Manager, acting in consultation with the Finance Director, is hereby directed and authorized to make normal and necessary expenditures as may be necessary to keep the City in continuous operation between July 1, 2014 and the adoption of the fiscal year 2014-2015 budget by or before October 31, 2014 at either a regular or special meeting of the City Council.

**SECTION 3.** Effective Date. This Resolution shall take effect immediately upon its adoption and shall supersede Resolution No. 14-41, which is hereby repealed. 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 2nd day of September, 2014 by the following vote to-wit:

AYES:

NOES:

ABSENT:

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Donna Schwartz  
Interim City Clerk

\_\_\_\_\_  
Isabel Birrueta  
Assistant City Attorney



# AGENDA REPORT

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MEETING DATE: September 2, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Steven Dobrenen, Director of Finance

THROUGH: Jose Pulido, City Manager

TITLE: **Approve a Professional Services Agreement with Rolf Poprowski in the amount not to exceed \$12,500, for Professional Services for Tax and Financial Matters before the United States Internal Revenue Service (IRS) and/or the State of California Employment Development Department (EDD).**

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## RECOMMENDATION:

It is recommended that the City Council approve the Professional Services Agreement with Rolf Poprowski, EA of \$12,500 for Tax and Financial matters before the United States Internal Revenue Service (IRS) and/or the State of California Employment Development Department (EDD).

## BACKGROUND/DISCUSSION:

Rolf Poprowski is a Tax Practitioner, Inc. and was previous represented the City of Cudahy in 2010/2011 for tax years 2008 to 2010. Mr. Poprowski, EA has been self-employed since 1980 and enrolled to practice before the IRS since January 16th 1986.

His services include:

- Tax Return Preparation for Individual & Businesses including: Sole Proprietors, Partnerships, Corporations, Estates, and Trusts. Representation before the Internal Revenue Service & Franchise Tax Board. Specializing in Problem Cases, Audits, Appellate Conferences, Pre-litigation Negotiations, Collections, Prevention of Forfeiture, Release of Levy's, Arranging Payment Plans, and Offer in Compromises, this entails Budget & Investment Strategies, and serious Tax Planning.
- Trustee services.
- Expert Witness services for Criminal and Civil cases.
- Audit Representation for Governmental Entities.
- Transient Occupancy Tax Audits.

The attached DRAFT Professional Services Agreement (PSA) template is the City's template for your review. Also attached is a proposed scope of work from Rolf Poprowski for the city to approve.

**Attachments:**

1. DRAFT Professional Services Agreement template
2. Proposed Scope of Work



2014  
**PROFESSIONAL SERVICES AGREEMENT**  
(Engagement: Professional Tax and Financial Consultation)  
(Parties: Rolf Poprowski, EA – City of Cudahy)

Field Code Changed

THIS 2014 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this day of \_\_\_\_\_, 2014 (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("City") and Rolf Poprowski, EA (hereinafter, "Consultant"). The capitalized term "Parties" shall be a collective reference to both City and Consultant. The capitalized term "Party" shall refer to either City or Consultant interchangeably as appropriate.

**RECITALS**

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

WHEREAS, the City desires the following professional services: Assist with City based tax and financial matters before the Internal Revenue Service and/or the Board Employment Development Department; and

WHEREAS, Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; 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 Exhibit "A", which is attached and incorporated hereto (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 that may be 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").~~

1.1

1.2 **PROSECUTION OF WORK:** The Parties agree 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 not later than September 1, 2015 (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 thirty (30) calendar days from the original ~~Completion-Expiration Date~~; and (ii) Consultant shall have provided City with a written request for additional time no less than fifteen (15) calendar days prior to the original ~~Completion-Expiration Date~~, which notice shall specify the reason(s) why additional time is needed, 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.
- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the ~~Completion-Expiration 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;~~

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E.D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

Consultants total compensation for performing the Work shall not exceed the aggregate sum of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) (hereinafter, the "Contract Price"). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, business licenses and such other incidental and customary work necessary to competently perform and fully complete the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work. All related costs and fees in the development of the Work shall be burdened by the Consultant and not be reimbursable to the City. All travel expenses, unless the request by the City and negotiated in good faith, shall be burdened by the Consultant. It is expected that the Consultant will work with the City and third parties through telephone, email, mail, and fax. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Department of the City and unless such added expenditure is specifically approved in advance and in writing by the City.

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1.4 PAYMENT OF COMPENSATION: An initial nonrefundable retainer of \$2,500 shall be made within 14 days of the date of this agreement. Thereafter, following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. Payment will be made against the initial retainer first before additional amounts are remitted to the CONSULTANT. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day 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.

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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.

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 his designee.

2.2 CONSULTANT'S REPRESENTATIVE: Consultant hereby designates Rolf Poprowski 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 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 update with City staff in on the performance progress of the Work and this Agreement and shall be available to City staff and the City Representatives at all reasonable times by telephone. 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. B. 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. C. 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 at their 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: 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 are determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any

of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Consultant and shall not be 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, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances govern or affect 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).

3.1

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:

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~~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). 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. The general aggregate limit of the CGL Coverage shall either apply separately to the work and services to be performed under this Agreement, or the general aggregate limit shall be twice the required occurrence limit;~~

~~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. Workers' Compensation insurance shall also provide or be endorsed to provide: There will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Consultant shall furnish City with information regarding such reduction at Consultant's earliest possible opportunity and in no case later than five (5) calendar days after Consultant is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided~~

to City and City's elected or appointed officials, officers, employees, agents or volunteers.

~~D.A.~~ 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)~~ **FIVE HUNDRED THOUSAND** 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. ~~As to the CGL Coverage the additional insured endorsement shall be made using Insurance Service Office form CG20 10 1185, CG 20 10 10 01 or CG 37 10 01.~~

~~3.4.3~~ 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 of the Standard & Poor's rating guide.

~~3.5~~ PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by Consultant shall be primary to any coverage available to the City, the City's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by the 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.

~~3.6.3.4~~ 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.

~~3.7.3.5~~ 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. 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.

3.9.3.6 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 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.~~

~~3.10.3.7~~ 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.

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- 4.1 ~~To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.~~
- 4.2 ~~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 or amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.~~
- 4.3 ~~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.~~
- 4.4 ~~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.~~
- 4.5 ~~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.~~
- 4.6 ~~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 or as outlined in the Scope of Work. 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 7.1 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 that 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.~~

6.26.1 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.

6.36.2 **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:**

Rolf Poprowski, EA  
P.O. Box 982  
Pismo Beach, CA 93448-0982  
Phone: (805) 549-9661  
Fax: (805) 549-9810

**CITY:**

City of Cudahy  
Attn: Jose Pulido  
5220 Santa Ana Street  
Cudahy, California 90201  
Tel: (323) 773-5143, ext. 240  
Fax: (323) 771-2072

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

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

6.56.4 **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.~~

6.76.5 **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.

- 6.86.6 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.96.7 FORCE MAJEURE: Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.
- 6.106.8 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.
- 6.116.9 ATTORNEY'S FEES: If either Party commences an action against the other Party, whether legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.126.10 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.136.11 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.
- 6.146.12 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.
- 6.156.13 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.

- 6.166.14 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.
- 6.176.15 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.186.16 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.
- 6.196.17 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Consultant prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.206.18 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 and the remaining two counterparts shall be retained by City. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY:**  
**City of Cudahy,**  
**a municipal corporation**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jose Pulido, City Manager

By: \_\_\_\_\_  
Isabel Birrueta , Assistant City Attorney

**CONSULTANT:**  
**Rolf Poprowski, EA**

By \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

**EXHIBIT "A"**  
**[SCOPE OF WORK]**  
**[SEE THE ATTACHED]**

DRAFT

**ROLF POPROWSKI, EA**  
**Tax Practitioner**  
P O Box 982  
Pismo Beach, Ca 93448-0982  
Ph 805.549.9610 Fx 805.549.9810  
Email: rolf@rptaxrep.com  
Lic. # 00036978-EA

September 2, 2014

CITY OF CUDAHY  
5220 SANTA ANA ST  
CUDAHY, CA 90201  
Phone Number 323.773.5143 EXT 225

EI# 95-6006488

The above named client(s) has agreed to be represented by Rolf Poprowski, EA in any and all Tax matters listed on Federal Form 2848 Power of Attorney. The client further agrees to the following:

1. A non-refundable retainer will be obtained before any work is performed.

**THIS AGREEMENT SHALL BE BASED ON AN INITIAL  
NONREFUNDABLE RETAINER, OF \$2,500.00 (TWO THOUSAND FIVE  
HUNDRED & NO/100 DOLLARS).**

2. Client agrees to pay Mr. Poprowski for all services rendered as outlined below.

**ALL SERVICES RENDERED BY MR. POPROWSKI WILL BE BILLED  
AT THE RATE OF TWO HUNDRED DOLLARS PER HOUR, UNLESS  
AGREED TO OTHERWISE IN ADVANCE.**

**The amount of this agreement shall not exceed \$12,500.00 without the approval of the Cudahy City Council.**

3. Client(s) will fully cooperate with Mr. Poprowski, follow his advise and recommendations regarding any and all Tax and Financial matters during the course of this relationship. Client(s) also agrees to meet all set deadlines without undue delay.
4. Client(s) agree not to contact the IRS, FTB and/or any other agency a party to this relationship on their own or other wise. Any and all correspondence received by client(s) directly will be made available to Mr. Poprowski immediately. Should any Agent of any agency directly contact client(s), client(s) are not to discuss any issues whatsoever, but instead politely direct said individual(s) to Mr. Poprowski.
5. Client(s) are expected to communicate with Mr. Poprowski by telephone, this

requires the client(s) to provide phone numbers where he/she can be reached during day and evening hours. Should a meeting be required such contact will be by appointment only.

6. Should any client(s) fail to abide by the above stated conditions, Mr. Poprowski will no longer be required to continue representing said client(s). And client(s) further agree to compensate Mr. Poprowski for amounts earned and not covered by the initial retainer.

Client(s) understand and agree to all the stated conditions and acknowledge that Mr. Poprowski is in no way offering any guaranty, expressed or implied as to the out come of client(s) case by signing this form.

Client \_\_\_\_\_ Date \_\_\_\_\_

PRINT NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ROLF POPROWSKI, EA \_\_\_\_\_ DATE \_\_\_\_\_

*Fighting for Justice, the American Way, and the Privilege of Paying Taxes*

# Memo

**To:** Honorable Mayor & Members of the City Council

**From:** Michael Allen, Acting Community Development Director

**Date:** September 2, 2014

**Re:** **City Commissions Actions and Minutes**

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Please find enclosed the actions and available minutes for the City of Cudahy Commissions.

Parks and Recreation Commission; August 29, 2014:

\*Actions unavailable at this time.

- 4A. A request to approve the minutes of the Special Parks and Recreation meeting held on Friday June 11, 2014, and the Regular Parks and Recreation meeting held on Friday July 25, 2014.
- 4B. Discussion on benefits of a vegetable garden.
- 4C. Discussion on adding classes for people with special needs.
- 4D. Discussion in adding music/art classes.

Planning Commission; August 18, 2014 Actions:

- 5A. A Public Hearing of The City of Cudahy Planning Commission considering Extension Request of Conditional Use Permit No. 38.344, to complete offsite improvements pertaining to inadequate fire flow. (APPROVED)
- 6A. A request to approve the minutes of the Regular Planning Commission meeting held on July 21, 2014. (APPROVED)
- 6B. General Plan Study Session: Housing Element (RECEIVE AND FILE)

Public Safety Commission; August 12, 2014:

- 4A. Monthly report from the Volunteers on Patrol. (RECEIVE AND FILE)
- 4B. Monthly report from the L.A. County Sheriff's Department (RECEIVE AND FILE)

- 4C. Monthly report from Code Enforcement Department (RECEIVE AND FILE)
- 4D. A request to approve the minutes of the regular Public Safety Commission Meeting held on May 13, 2014. (APPROVED)
- 4E. A request to approve the minutes of the regular Public Safety Commission meeting held on July 8, 2014. (APPROVED)

Aging and Senior Citizen Commission; August 11, 2014:

- 4A. Discussion item on Senior Trips
- 4B. Discussion item on Health Event

**MINUTES**  
**CUDAHY PLANNING COMMISSION**  
**A Regular Meeting to be held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California,**  
**Monday, July 21, 2014 – 6:00 P.M.**

**1. CALL TO ORDER**

Chairman Cuevas called the meeting to order at 6:09 p.m.

**2. ROLL CALL**

Present: Commissioner Alcantar  
Commissioner Navarro  
Vice Chairman Fuentes  
Chairman Cuevas

Absent: Commissioner de Santiago (excused)

Pledge of Allegiance was led by Chairman Cuevas.

**Staff Present:** Acting City Manager, Michael Allen  
Planning Technician, Didier Murillo

**3. PUBLIC COMMENT**

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

No speakers

Hearing no comments, Chairman Cuevas closed the public comment.

**4. WAIVE FULL READING**

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

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

**MOTION:** Chairman Cuevas moved the motion to approve item 4A, motion seconded by Commissioner Navarro which carried with the following roll call:

Ayes: Commissioner Alcantar, Navarro, Vice Chairman Fuentes, Chairman Cuevas  
Noes: None  
Abstention: None  
Absent: Commissioner de Santiago

**Item Approved**

**5. PRESENTATION**

**5A.** Presentation from Chanda Singh from the Los Angeles County Department of Public Health regarding the Safe Routes to School program development.

*\*(Presentation was temporarily moved to the end of the agenda, due to projector being delivered from another City facility).*

Upon conclusion of Chanda Singh's presentation on SRTS, a brief question and answers session took place. The topics discussed were: funding of the project; the time frame of the project to be fully completed (programming, planning and physical improvements); Technical Advisory Committee (TAC) upcoming meeting to discuss the SRTS progress; educating the parents and children on walking to school safely; walking school busses; and other regional participation.

Commissioner de Santiago was appointed to the TAC committee by the commissioners present.

**6. BUSINESS SESSION**

**6A.** A request to approve the minutes of the Regular Planning Commission meeting held on April 21, 2014.

**(Minutes attached)**

**Recommendation:** Motion to approve the minutes of the regular Planning Commission meeting held on April 21, 2014.

**6B.** A request to approve the minutes of the Regular Planning Commission meeting held on June 16, 2014.

**(Minutes attached)**

**Recommendation:** Motion to approve the minutes of the regular Planning Commission meeting held on June 16, 2014.

Commissioner Alcantar pointed out a few minor errors in the minutes and motioned to approve based on those errors being corrected.

**MOTION:** Commissioner Alcantar moved the motion to approve item 6A and 6B, motion seconded by Chairman Cuevas which carried with the following roll call:

Ayes: Commissioner Alcantar, Navarro, Vice Chairman Fuentes, Chairman Cuevas  
Noes: None  
Abstention: None  
Absent: Commissioner de Santiago

**Item(s) Approved**

**6C.** General Plan Study Session: Air Quality Element.

**Recommendation:** Motion to receive and file.

*\*(Presentation was temporarily moved to the end of the agenda, due to projector being delivered from another City facility).\**

During and after the Air Quality Element presentation, Planning Commissioning members engaged staff in a series of clarifying questions regarding various topics including: what can be done on a local level to help improve air quality; major pollutants within City boundaries; increased risk due to being located near a freeway; regional effects on the City of Cudahy; traffic; car usage specifically regarding parking; wind patterns affecting pollution; green building; public transportation; and coordination of a shuttle system for City events.

## **7. COMMISSION BUSINESS**

**7A.** Exploratory discussion item by Commissioner Alcantar and Commissioner Navarro regarding the potential increase in landscaping requirements

Commissioners Navarro and Alcantar gave an update of the efforts made to date regarding the development of a sub-committee to increase landscaping requirements. It was stated that a meeting was held at City Hall with Commissioners Navarro, Alcantar, Planning Technician Didier Murillo, and Acting City Manager Michael Allen where a preliminary timeline was established to commence research on landscape requirements, as well as, the following steps to be taken, ultimately culminating with presentations to both Planning Commission and City Council.

A series of clarifying questions/answers was held between Planning Commission members and staff present.

## **8. ADJOURNMENT**

The regular meeting of the Cudahy Planning Commission was adjourned at 7:42 p.m. Monday July 21, 2014 in the City Council Chambers, 5240 Santa Ana St., Cudahy, California.

**PASSED AND APPROVED, this 21<sup>th</sup> Day of July, 2014**

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Gilbert Cuevas,  
Chairman

ATTEST:

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Michael Allen,  
Acting City Manager

**MINUTES**  
**CUDAHY PLUBLIC SAFETY COMMISSION**  
A Regular Meeting to be held in the City Council Chambers  
5240 Santa Ana Street, Cudahy, California,  
**Tuesday-July 8, 2014 – 5:00 P.M.**

**1. CALL TO ORDER**

**Chairperson Pro Tem Carrera called the meeting to order at 5:00 p.m.**

**2. ROLL CALL**

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

**ABSENT:** Chairperson Parrish

Pledge of Allegiance was led by Chairperson Pro Tem Carrera.

**STAFF PRESENT:** Los Angeles County Sheriff's, Sgt. Bearse; Commission Secretary Raul Mazariegos; and Acting City Manager Michael Allen

**3. PUBLIC COMMENT**

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

Hearing no speakers, Chairperson Pro Tem Carrera closed the public comment.

**4. PRESENTATIONS**

**4A.** Presentation from Ryan Snyder regarding the Safe Routes to School program development.

Acting City Manager Michael Allen introduced Ryan Snyder, a Consultant hired from the L.A County Department of Public Health.

Mr. Snyder gave a presentation on the item. He noted that the City is in the process of developing a safe route to school program which is being paid for by a public health grant. He also spoke of obesity and how it's a major public health issue with adults and children. He noted that they will be meeting with the parents, principals, and crossing guards to develop a City-Wide program. He stated that they plan to hold meetings, town halls, and workshops to get feedback from the public on the draft plan. He reiterated that the main purpose of this program was to address safety issues around all the schools in the City and to teach the kids to ride a

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PUBLIC SAFETY COMMISSION  
Tuesday July 8, 2014  
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bicycle safely and teach the parents to drive safely round schools. Last he stated that they will be looking on what they can add to the intersections as far as stop and yield signs and also explore where a bike path can be develop.

Chairperson Pro Tem Carrera inquired what the recommended age is for children to walk by themselves.

Mr. Snyder responded that if kids are properly educated the appropriate age is 11 or 12 but it's probably better to get them started by walking with other children. He also noted that it all depends on the neighborhood.

Chairperson Pro Tem Carrera made a comment about the kids getting use to the parents driving and dropping them off and that is why they prefer to walk.

Mr. Snyder replied to Chairperson Pro Tem Carrera's comment and noted that the children and parents will feel encourage to walk once the safe route is created.

A discussion ensued between the Commissioners and Mr. Snyder.

Acting City Manager Michael Allen provided detail on who will be on the technical advisory committee for this project. He stated that staff is aiming to schedule a meeting to review the draft plan.

## 5. BUSINESS SESSION

### 5A. Monthly report from The Volunteers on Patrol.

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

Commissioner Gelder gave a brief report on the item and noted that he needs permission to use the city vehicle for the swapmeets.

Chairperson Pro Tem Carrera inquired how many times a month is the swapmeet at Clara Pk.

In response to Chairperson Pro Tem Carrera inquiry Commission Secretary Mazariegos noted that the swapmeet is there every weekend.

**MOTION:** Commissioner Cruz moved the motion to receive and file the report that Commissioner Gelder presented. Motion was seconded by Commissioner Cardonne which carried with the following voice vote:

Ayes: Commissioner Gelder, Cardonne, Cruz, and Chairperson Pro Tem Carrera  
Noes: None  
Abstention: None  
Absent: Chairperson Parrish

### 5B. Monthly report from the Sheriff's Department. (Report attached)

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

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Sgt. Bearse gave a brief report on the item. She spoke of the 4<sup>th</sup> of July event and noted that everything went well.

Chairperson Pro Tem Carrera requested for staff to look at the sidewalks for graffiti.

Commission Secretary Mazariegos advised that maintenance goes out every Thursday to clean the graffiti on the sidewalks.

Chairperson Pro Tem Carrera spoke of the illegal fireworks on 4<sup>th</sup> of July and asked if there was anything that could have been done by law enforcement.

Sergeant provided detail of how the officers were responding to those locations with illegal fireworks.

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

Ayes: Commissioner Gelder, Cardonne, Cruz, and Chairperson Pro Tem Carrera  
Noes: None  
Abstention: None  
Absent: Chairperson Parrish

**5C. Monthly report from the Code Enforcement Department.  
(Report attached)**

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

Code Enforcement Officer Mazariegos gave a brief report on the item and noted that there were two new cases open as shown in his report.

Chairperson Pro Tem Carrera inquired how many cases have been resolved.

Code Enforcement Officer Mazariegos responded that every time a case is closed it will show in their report.

Acting City Manager Michael Allen provided further clarification.

Chairperson Pro Tem Carrera inquired of the overnight parking item.

Mr. Allen stated that they are still working on that item.

Chairperson Pro Tem Carrera inquired if there is issues with any distributors.

Mr. Mazariegos stated that the ice cream vendors are becoming an issue.

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

Ayes: Commissioner Gelder, Cardonne, Cruz, and Chairperson Pro Tem Carrera

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Noes: None  
Abstention: None  
Absent: Chairperson Parrish

**5D.** A request to approve the minutes of the regular Public Safety Meeting held on February 11, 2014.

**(Minutes attached)**

**Recommendation:** Motion to approve the minutes for the February 11, 2014 meeting.

**5E.** A request to approve the minutes of the regular Public Safety Meeting held on April 8, 2014.

**(Minutes attached)**

**Recommendation:** Motion to approve the minutes for the April 8, 2014 meeting.

**MOTION:** Commissioner Cardonne moved the motion to approve items 5D and 5E. Motion was seconded by Commissioner Cruz which carried with the following voice vote:

Ayes: Commissioners Cardonne, Gelder, Cruz, and Chairperson Pro Tem Carrera  
Noes: None  
Abstention: None  
Absent: Chairperson Parrish

## 6. COMMISSION BUSINESS

Commissioner Cardonne made a comment of the shallow speed bumps.

Acting City Manager Michael Allen distributed a mailer that was sent out by the water company in regards to their water issues.

## 7. ADJOURNMENT

I, Raul Mazariegos, Commission Secretary, certify that the foregoing minutes were approved by the Public Safety Commission at a regular meeting held on August 12, 2014.

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Chairperson

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Secretary

**RESOLUTION NO. 14-59****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA EXPRESSING SUPPORT FOR THE STUDY OF "COMMUNITY ALTERNATIVE 7" DEVELOPED BY THE COALITION FOR ENVIRONMENTAL HEALTH AND JUSTICE IN CONJUNCTION WITH COMMUNITY STAKEHOLDERS FOR THE I-710 CORRIDOR PROJECT.**

WHEREAS, the I-710 travels through the City of Cudahy, and the California Department of Transportation (Caltrans) in partnership with several agencies seeks to expand this transportation facility (the "I-710 Freeway Improvement Project"); and

WHEREAS, the I-710 Freeway Improvement Project will have significant environmental, economic, and health impacts on the City of Cudahy and its residents; and

WHEREAS, the Draft Environmental Impact Report/Draft Environmental Impact Statement (the "DEIR/DEIS") released in 2012 for the I-710 Freeway Improvement Project, outlined alternatives, including: no build, ten general purpose lanes, ten general purpose lanes plus four separated truck lanes, ten general purpose lanes plus four separated advanced technology truck lanes, and ten general purpose lanes plus four separated truck lanes with a toll, alternative; and

WHEREAS, the City of Cudahy seeks to advance local jobs, protect community health and provide 21<sup>st</sup> century mobility options for residents; and

WHEREAS, the Coalition of Environmental Health and Justice ("CEHAJ") developed "Community Alternative 7", which includes the following seven components: (1) no widening of the general purpose lanes; (2) a comprehensive public transit element; (3) a mandatory zero-emission freight corridor of four lanes; (4) public private partnership used to operate the new freight corridor; (5) improvements to the LA River; (6) a comprehensive pedestrian and bicycle element, and (7) community benefits; and

WHEREAS, Caltrans is considering a recirculated DEIR/DEIS in order to properly address all comments that have been received and to assess the various project alternatives.

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

SECTION 1. The City of Cudahy respectfully requests that "Community Alternative 7" be studied in the recirculated Draft Environmental Impact Report/Draft Environmental Impact Statement for the I-710 Freeway Improvement Project.

**SECTION 2.** The City Manager is hereby directed to deliver copies of this Resolution to the California Department of Transportation (CalTrans) and the Los Angeles County Metropolitan Transportation Authority (Metro) within seven (7) calendar days of adoption of this Resolution.

**SECTION 3. 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 2nd day of September, 2014 by the following vote to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Donna Schwartz  
Interim City Clerk

\_\_\_\_\_  
Isabel Birrueta  
Assistant City Attorney



# AGENDA REPORT

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DATE: September 2, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Michael Allen, Acting Community Development Director

Subject: Award a Professional Services Agreement to Paragon Partners, Inc. in the Amount of \$25,520, for Residential Tenant Relocation Services for the Clara Park Expansion Project Phase III

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## RECOMMENDATION:

That the City of Cudahy City Council award a Professional Services Agreement (PSA) for Residential Tenant Relocation Services to Paragon Partners Ltd. for the Clara Park Expansion Project Phase III not to exceed \$25,520.

## BACKGROUND:

As of July 28, 2014, the California Department of Parks and Recreation approved the City's request for a scope change for the Clara Expansion Park Phase II. The scope change included the acquisition and development of approximately 0.45 acres of land, with fencing, open space turf, landscaping, lighted path, picnic area, and exercise stations. Additionally, the grant amount was reduced from \$2,500,000 to \$1,790,750 reflecting the removal of a second parcel to the acquisition schedule. This approval results in the Clara Park Expansion Project Phase III.

Consequence of the grant funds liquidating on June 30, 2015, the project must be complete, open to the public and final paperwork submitted to the Office of Grants and Local Services by March 31, 2105. Due to a condensed schedule, City staff has moved forward with the preparation of CEQA documentation, which was published for public view from August 29, 2014 to September 28, 2014 with the California State Clearing House, Los Angeles County Clerk, and the Daily Breeze. Additionally, at the August 19, 2014 regular City Council meeting a contract was awarded to Hirsch & Associates, Inc. for project management and project design services. Concurrently, City staff is coordinating with the City Attorney's office to proceed with the purchase agreement and opening escrow.

Paragon Partners Ltd. was procured under the City Managers purchasing authority pursuant to Ordinance No. 626 in May, 2014 for the preparation of a relocation plan for the acquisition of .45 acres in size, demolition of six (6) units, and relocation of the displaced residents of all six units. The draft document is pending completion upon entering into escrow with the current property owners.

**ANALYSIS:**

The City proposes to expand the existing Clara Street Sports Complex. As a result the City is in the process of acquiring the parcels known as 4840-4844 Clara Street, Cudahy, CA 90201 to accommodate the proposed expansion project. As a result , there is a need for a consultant to provide relocation services for these six (6) residential tenant-occupied households.

Paragon Partners Ltd. holds over 20 years of experience, providing a comprehensive array of land rights, project management, and consulting servies to the public and private sector clients. Paragon Partners Ltd.'s experience and knowledge of this project will assist in the expedition of the relocation plan. The firm has been working very closely with City staff as well as the current property owner and tenants. Such a familiarity will help in ensuring the successful completion of the project.

Paragon Partners Ltd. will provide the necessary planning and assessment needs, resident general project information notice, resident eligibility notice, and resident 90-day notice to vacate. Additionally, Paragon Partners Ltd. will serve in an advisory capacity to the Project Manager, as well as prepare and file claims.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The Professional Services Agreement contract will be paid for through the General Fund. However these expenditures are reimbursable through the Proposition 40 funding of Project Number UP-19-023, Clara Street Sports Complex Expansion Phase II. As a result, there will be limited impact to the City's general fund, as the Office of Grants and Local Services has approved the City's matching contribution of \$26,505 which has already been expended.

**REQUESTED ACTION:**

Award a Professional Services Agreement (PSA) for Residential Tenant Relocation Services to Paragon Partners Ltd. for the Clara Park Expansion Project Phase III not to exceed \$25,520.

**ATTACHMENTS:**

1. Proposal/Scope of Work and Fee
2. Professional Services Agreement



**City of Cudahy  
Clara Street Sports Complex  
Expansion Project**

**REQUEST FOR PROPOSAL FOR  
RELOCATION CONSULTING SERVICES**

**August 13, 2014**



5762 Boisa Ave., Suite 201  
Huntington Beach, CA 92649  
Phone: (714) 379-3376  
[www.paragon-partners.com](http://www.paragon-partners.com)



August 14, 2014

Michael Allen  
Acting Community Development Director  
City of Cudahy  
5220 Santa Ana St.  
Cudahy, CA 90201

**Subject: Proposal for Relocation Services  
City of Cudahy's Clara Street Sports Complex Expansion Project  
4840 – 4844 Clara Street, Cudahy, CA 90201**

Dear Mr. Allen:

Pursuant to your request, Paragon Partners Ltd. (Paragon) is pleased to submit this proposal to provide Relocation Consulting Services for six (6) residential units required for the City of Cudahy's Clara Street Sports Complex Expansion Project.

For over two decades, Paragon has been a leader in providing Right-of-Way services to public and private agencies. We are highly respected not only for our expertise in the field, but for the compassion we display throughout the relocation process. We facilitate relocation by being informative, supportive and sensitive to language barriers and lifestyle concerns. We have selected a bilingual project team who are highly skilled in garnering a high-level of cooperation from displaced residents in order to ensure smooth housing transitions and the streamlined implementation of the relocation process.

Our project approach will be guided by a proven control process that establishes early protocols for communication, reporting, progress reviews and conducting all facets of relocation activities. Our program services are in compliance with the requirements of 49 CFR, Part 24, the Uniform Relocation Assistance, and Real Property Acquisition Policies Act of 1970, as amended, Title 25 California Code of Regulations, and California Relocation Law, section 7260, as it may apply to this project.

Please contact me if you have any questions regarding this proposal or to authorize Paragon to proceed with the scope of work stated herein.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Mendoza".

Mark Mendoza,  
Vice President

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## Company Profile

Established in 1993, Paragon provides a comprehensive array of land rights, project management, and consulting services to public and private sector clients. A privately held corporation and a woman-owned business enterprise, our staff members are experts at providing turn-key Right-of-Way assistance on state and federally-funded projects. We employ nearly 150 Right-of-Way professionals in our office in Huntington Beach; regional offices in Sacramento, Houston, and Anchorage, Alaska; and project offices in Oregon, Texas, Utah, Wyoming, and Illinois. As a result of a sound business strategy, Paragon is prospering in diverse markets and geographic regions.

## Scope of Services

Paragon provides each client with total project support to acquire and maintain the legal rights to effectively service a diverse range of project types including development companies, redevelopment, transportation, and support for public works infrastructure improvements.

### Services Include:

- Project/Program Management
- Right-of-Way and Real Property Acquisition
- Relocation Assistance Services and Planning
- Right-of-Way Engineering
- Appraisal, Appraisal Review, and Market Data Studies
- Title Research and Examination (Surface and Minerals)
- Utility Relocation
- Land, Asset, and Property Management
- Prior Rights Studies/Historical Research (Due Diligence)
- Route Alignment and Economic Feasibility Studies
- Site Location and Acquisition
- Litigation Support
- Custom Database Design, G.I.S. Interfacing, and Management Support

## Quality

Paragon's Quality Assurance/Quality Control (QA/QC) systems are unique to the Paragon brand of service. Our QA/QC policies and procedures exceed industry standards and are continuously improved through frequent internal review and customer satisfaction survey information. As a result, Paragon has the demonstrated ability to conduct large, complex projects in an efficient and timely manner, while maintaining the highest quality.

## Project Approach & Management

### Project Description

The City proposes to expand the existing Clara Street Sports Complex. Therefore, the City of Cudahy is in the process of acquiring the parcels known as 4840 – 4844 Clara Street, Cudahy, CA 90201 to accommodate the proposed expansion project. As a result, there is a need for a consultant to provide relocation services for these six (6) residential tenant-occupied households. The overall relocation process is expected to take six (6) months.

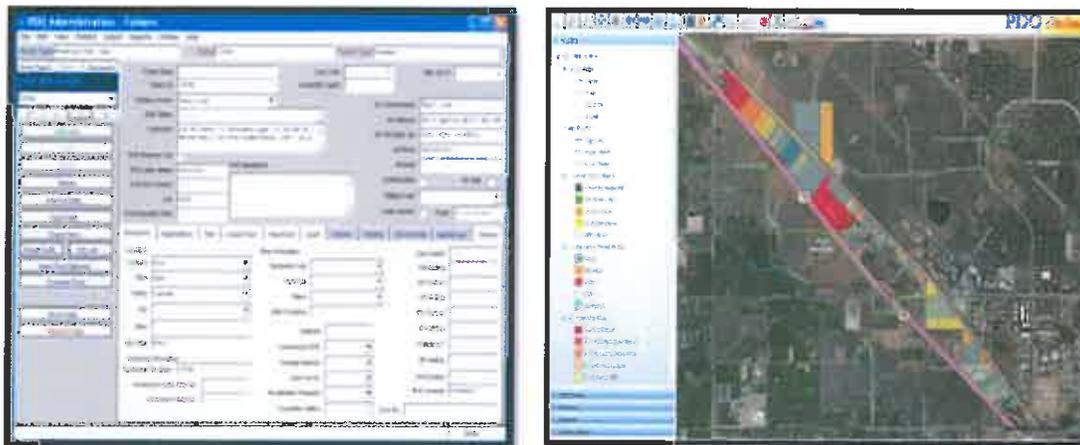
### Project Management

Brett Paulson, SR/WA, R/W-NAC, R/W-RAC, will lead the project management efforts for this assignment. He was selected for this project for his ability to deliver a project within budget and on schedule, all while maintaining Federal and State Regulation compliance. These qualifications will be critical to successfully completing this project within a 6-month time frame. All of Paragon's relocation activities will be carefully coordinated with consistent and timely communication between our staff and the City's designated project team. We anticipate that Paragon will provide the applicable letter, notices and claim form formats that have been utilized for other similar projects.

**Project Management Tools** - Paragon will utilize three significant management tools during this project assignment – a Quality Control Relocation Services Checklist, Paragon Data Quest, and a task-related tracking report – that will offer our project management team and the City staff the ability to review general information or the intimate details of each case assignment.

**Quality Control (QC) Relocation Checklist** - As a quality control measure, our Project Manager will conduct periodic reviews of each case file and document on the checklist their review comments and/or specific task recommendations.

**Paragon Data Quest (PDQ)** - Paragon has developed a patented software program, Paragon Data Quest (PDQ), which integrates and links databases, scanned documents and drawings, AutoCAD and Micro-station files, digitized photography, and video to merge real property data knowledge from multiple sources and formats. PDQ is an effective, customized system for managing real estate records. The Web-enabled tracking provides authorized users secure on-line access for remote file-sharing and project information management. Project information can be tracked through Paragon's proprietary database system, and ultimately the important milestones and supporting data will be recorded and made available to the City on-line through PDQ.





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## Advisory & Administrative Relocation Services

Each member of our team will counsel households as needed to explain their options, benefits analysis, and various consequences associated with each decision they make regarding their relocation options. Our effective counseling is one factor that separates Paragon's level of service from our competitors. We believe initial site visits with families, combined with personal attention, will help expedite the process and garner the best possible goodwill in the implementation of relocation activities. Our advisory assistance will include:

- Holding meetings with occupants of each impacted dwelling to explain the Relocation Assistance Program (RAP) and benefits, and ascertain relocation eligibility.
- Providing bi-lingual communication as needed.
- Searching and providing the displacees with an adequate number of written, replacement housing options. Providing transportation for displacees, if necessary, to inspect replacement housing and referring displacee to public housing and other public services that may be available.
- Inspecting replacement dwellings or sites to determine compliance with "Decent, Safe, & Sanitary" requirements and monitoring household moves, if necessary.
- Providing assistance in obtaining commercial moving bids in accordance with the Uniform Act guidelines, upon request. In the event a commercial moving bid is obtained, the basis for the estimate will be the Certified Personal Property Inventory. Assisting displacees with the preparation of the scope of service for the moving bid, other contractor services, and, if necessary, an inventory of personal property.
- Completing on-site vacancy inspections, obtaining the appropriate signatures and collecting keys for delivery to the appropriate City representative, if required.
- Providing the City with assistance in responding to any RAP appeal requests or audits.
- Maintaining all pertinent data and relocation diary entries in Paragon's premier project management program, PDQ. PDQ will allow real-time project review via the internet, and provide the City with the ability to print status reports at their convenience.

### Entitlement Claim Coordination and Project Close-out

Relocation benefits will be determined and paid in accordance with the Uniform Act and California Relocation laws. Paragon will work closely with eligible tenants to prepare the necessary claims for the submission of relocation payments, eligible moving expenses, and reasonable out-of-pocket expenses. Once all claims are paid and documented, Paragon will perform a final QC review on the file, update the PDQ system, complete a Relocation Agent Certification and close the file. All files will be submitted to the City for proper retention according to their procedures and funding source compliance requirements upon Project completion.

### Proposed Duration for the Proposed Scope of Services

Paragon's goal is to relocate six (6) residential households within a six (6) months period after receipt of a Notice to Proceed. The schedule below outlines the estimated timeframe for each relocation phase and will be monitored by the Project Manager to track progress, identify pending conflicts and develop timely solutions.

Timeframe for each of Stage 1 Through 4		
Stage 1:	Planning/Assessing Needs	Weeks 1-2
Stage 2:	Provide General Project Information	Weeks 2-4
	Eligibility Determination & Provide Notices	Weeks 4-8
	Provide Referrals	Weeks 8-20
	Issue 90-Day Notice To Vacate	Weeks 8-10
Stage 3:	Provide Advisory Services	Weeks 1-24
Stage 4:	Prepare and File Claims	Weeks 12-24
	Units Vacated	Weeks 16-24
	Project Closeout	Week 24-26

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## Proposed Staffing

Paragon is pleased to present an experienced and professional Relocation Team that is poised and available to meet the relocation assistance needs of this Project. Each team member was selected for their years of experience, ability to complete work efficiently, bilingual capabilities, and project availability.



**Mark T. Mendoza, MRE, Principal** - Mark T. Mendoza has 25 years of practical and diversified experience in Real Estate Program Management, Real Estate Acquisition, Relocation Assistance, Public Infrastructure Projects, Real Estate Administration, Public Policy and Finance. He manages and directs a multitude of varied and challenging development and redevelopment projects in Southern California. As a Real Estate Manager for the \$1.5 Billion Alameda Corridor-East Construction Authority Project, Mr. Mendoza is responsible for all planning, coordination, and supervision of turn-key right of way services for the Project. He has also served in key real estate management roles in projects for the City of Los Angeles Community Redevelopment Agency and the Los Angeles Unified School District. Prior to joining Paragon, Mr. Mendoza headed the Metropolitan Water District of Southern California's Real Estate Services Department and served as a Principal Negotiator for the Los Angeles County Metropolitan Transportation Authority's Real Estate and Joint Development Department.



**Brett Paulson, SR/WA, R/W-NAC, R/W-RAC, Project Manager** - Brett Paulson is highly experienced with compliance and application of federal regulations and guidelines associated with acquisition, relocation assistance, and management of real property for public entities, in compliance with 49 CFR Part 24, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, local and state requirements in California and Nevada, including Housing of Urban Development (HUD), Department of Transportation, Caltrans, Federal Highway Administration as well as the FAA Advisory Circular and the FAA Order. For over 20 years, he has been instrumental in developing and administering grant applications and budgets for public agencies involving a variety of funding sources and categories, and has a proven track record providing staff and sub consultant oversight with particular emphasis on delivering client strategies in compliance with regulations and policies.



**Kent Jorgensen, SR/WA, Desk Valuations / QC Manager** - Kent Jorgensen brings over 26 years of experience in project management and business development in the Right-of-Way and real estate industries. He has managed and executed nearly 5,000 acquisition, relocation, and property management cases. Mr. Jorgensen has written more than 250 acquisition, relocation, and property management policies and procedures for federal, state, and local agencies. His written work is also inclusive of over 350 feasibility, budget, and cost studies for numerous government organizations. Mr. Jorgensen is highly-recognized for his ability to strategically formulate innovative solutions. Drawing on his knowledge and tenure in the professional real estate and Right-of-Way industries, Mr. Jorgensen is extremely successful at evaluating revenue generating opportunities and creating a marketing and development plan to secure business objectives.



**Christopher Carrilio, Principal Relocation/Acquisition Agent** - Chris brings over 12 years of Right-of-Way experience to this Project as a licensed California Real Estate Salesperson. Cross-trained in residential and business relocation, acquisition, and property management, Chris is known for his ability to successfully and efficiently handle all cases from conception to completion. His project assignments have included redevelopment and transportation projects in Orange, Los Angeles, San Bernardino, and Riverside counties. These projects required extensive coordination with public agencies (such as Caltrans Districts 7, 8, & 12), developers, stakeholders, and the community and Chris is proficient in both Federal and State regulations relating to all aspects of Right-of-Way acquisition and relocation.



**Jeff Wellcome, SR/WA, Principal Relocation/Acquisition Agent** - Jeff has more than 15 years of professional real estate experience in relocation and acquisition of both residential and commercial properties. He has experience in public and private sector negotiation of Right-of-Way easements, permits, leases, temporary work space agreements and land acquisition. Jeff is knowledgeable in Federal, State and URA regulations and is licensed with the California Department of Real Estate. Jeff is goal oriented, decisive and a strong problem solver.



**Jackie Martinez, ROW Technician** – Jackie is a Right-of-Way Technician and Project Coordinator with 8 years of experience in all aspects of the Right-of-Way industry and knows that prioritization and expedient dissemination of project information is key to effective project management. Jackie is a highly organized and detail-oriented individual that executes tasks discretely and with good judgment; she has strong personal motivation and the ability to work productively both within a group and independently to advance the success of all projects.

## Similar Project Experience and References

The following are representative examples of related relocation projects successfully completed by Paragon.

<b>Client:</b>	<b>Urban Housing Communities, LLC &amp; Oxnard Housing Authority</b>
<b>Project:</b>	<b><i>Las Cortes Revitalization Program</i></b>
	The project involves the relocation of over 260 existing residents in three phases. Phase One, already completed, required the relocation of 6 families by the end of 2013. Phase Two, currently in progress, requires the relocation of 117 families. All qualified families will receive Tenant Protection Vouchers (TPV) and as well as relocation advisory and moving assistance. Of the 136 families, a group of 72 families will be permanently relocated. Sixty-four families will be given the option to return to newly developed housing within the Las Cortes community. Phase Three will require the relocation of the remaining families.
<b>Reference:</b>	Carrie Sabatini, Deputy Executive Director – 805-385-8092

<b>Developer:</b>	<b>Oakland Housing Authority</b>
<b>Project:</b>	<b><i>Keller Plaza</i></b>
	Paragon was selected to provide transitional housing counseling and other admission services to 1,600 public housing sites that included 201 temporary relocations in Oakland Public housing as the City transitioned its public housing residents to Section 8 vouchers. Related services included tracking and managing the project, managing requests for moving benefits, issuance of resident notifications, calculation of Section 8 rent, completion of Estoppel Certificates, facilitating the lease negotiations with the Housing Authority units, providing one-on-one counseling services for individual families, and providing relocation advisory services.
<b>Reference:</b>	Eric Johnson, Executive Director – 510-535-3140; Bridget Galka – 510-587-2142

<b>Developer:</b>	<b>Los Angeles Housing Department</b>
<b>Project:</b>	<b><i>Public Housing Home Ownership Program</i></b>
	For over six years, Paragon has been providing on-going relocation assistance to Los Angeles tenants who undergo no-fault evictions through the withdrawal of available low-income apartments and housing units as a result of demolition, condominium conversions, and owner-occupancy. Since 2007, Paragon has handled the resident transition of 1,300 units on over 900 properties. Our staff serves as the liaison between tenants, landlords, management companies, attorneys, and investigators. To educate the affected residents about the process and their options, developed effective, user friendly materials in English and Spanish to help garner the highest levels of cooperation and soften the impact of their eviction.
<b>Reference:</b>	Martha Carrasco, Management Analyst II – 213-808-8598



## Cost and Price

Provided in the attached Cost Sheet are Paragon's proposed costs associated with the relocation services listed herein.

Paragon will invoice on an hourly basis for project management, coordination and relocation services, not to exceed a total consulting budget of \$25,520. Paragon's hourly charges will be based on the hourly rates listed below:

<b>Principal- Mark T. Mendoza</b>	<b>\$175.00 per hour</b>
<b>Project Manager - Brett Paulson and/or Kent Jorgensen</b>	<b>\$150.00 per hour</b>
<b>Principal Relocation/Acquisition Agent- Chris Carrillo</b>	<b>\$115.00 per hour</b>
<b>Acquisition/Relocation Agent – Jeff Wellcome</b>	<b>\$95.00 per hour</b>
<b>Right of Way Technician – Jackie Martinez</b>	<b>\$65.00 per hour</b>

A comprehensive Cost Proposal and Rate Sheet are included hereto as Attachments A and B.

DIRECT CHARGES			
Copies	@ \$0.15 each	Pagers   Cellular	@ Cost
D&E Size Copies	@ \$5.00 each	Air Travel & lodging	@ Cost
Real Estate Data	@ Cost + 15%	Mileage*	@ \$0.565/mile
Telephone   Fax	@ Cost	Subconsultants	@ Cost + 15%
Postage   FedEx	@ Cost	Other Expenses	@ Cost + 15%
CAD   GIS Workstations	@ \$10   Hour		

*\*Or current IRS allowable*

**Terms of Payment:** Net 30 days. Invoices will be submitted monthly. All rates are effective as of January 1, 2014. Rates may be revised annually on January 1, 2015 to reflect increases in the cost of living and current business conditions. Overtime for applicable labor classifications will be charged at 1.5 times the hourly rate in accordance with California law.

## Attachment A

### Relocation Cost Proposal

Property Address	Project Management & QA/QC	Relocation Services	Total
4842 Clara Street	\$600	\$3,150	\$3,750
4842 ½ Clara Street	\$600	\$3,150	\$3,750
4844 Clara Street	\$600	\$3,150	\$3,750
4844 ¼ Clara Street*	\$1,200	\$4,400	\$5,600
4844 ½ Clara Street	\$600	\$3,150	\$3,750
4840 Clara Street	\$600	\$3,150	\$3,750
<b>TOTAL</b>			<b>\$24,350</b>
Other Direct Costs (i.e. mileage, postage, online data sources)			\$ 1,170
<b>Grand Total Not To Exceed Fee</b>			<b>\$25,520</b>

\*It is assumed that this household will split and require processing for two (2) replacement households.

**NOTES:**

Services are proposed to be completed within six (6) month timeframe from the authorization to proceed.

## Attachment B

### Schedule of Professional Fees

Classification	Hourly Rate
Principal/Project Director/Corporate Broker	\$175
Project Manager	\$150
Principal Acquisition Agent	\$115
Senior Acquisition Agent	\$ 95
Acquisition Agent	\$ 85
Principal Relocation Agent	\$115
Senior Relocation Agent	\$ 95
Relocation Agent	\$ 85
Senior Title Agent	\$ 95
Title Agent	\$ 85
Escrow Coordinator	\$ 75
Right-of-Way Engineer, P.E.	\$140
Senior Right-of-Way Engineer	\$120
Associate Right-of-Way Engineer/GIS Specialist	\$ 95
Right-of-Way Engineering Technician	\$ 75
Senior Appraiser	\$140
Associate Appraiser	\$125
Administrative Support	\$ 65
Office Clerk	\$ 50
IT Support	\$125
Depositions and Court Testimony	\$250
Direct Charges	
Photocopies @ \$0.15/page	Pagers/Cellular @ N/C
D&E Size Copies @ \$5.00 each	Air Travel/Lodging @ N/C
Real Estate Data Services @ Cost + 15%	Mileage @ \$0.565/mile*
Telephone/Fax @ Cost	Sub Consultants @ Cost + 15%
Postage/FedEx @ Cost	Other Expenses @ Cost + 15%

*\*Or current IRS allowable*

**Terms of Payment** – Net 30 days. Invoices will be submitted monthly. All rates are effective as of January 1, 2014. Rates will be revised annually on January 1, 2015 to reflect increases in the cost of living and current business conditions. Overtime for applicable labor classifications will be charged at 1.5 times the hourly rate in accordance with California law.



2014

**PROFESSIONAL SERVICES AGREEMENT**  
(Engagement: Relocation Consulting Services)  
(Parties: Paragon Partners Ltd. and City of Cudahy)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014 (hereinafter, the "Effective Date"), by and between the City of Cudahy, a municipal corporation ("City") and Paragon Partners Ltd., with its principal place of business located at 5762 Bolsa Avenue, Suite 201, Huntington Beach, CA 92649 (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, CITY wishes to engage CONSULTANT to provide the following specialized services: Relocation Consulting Services in connection with the Clara Street Sports Complex Expansion Project ("Project"); and

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

WHEREAS, CONSULTANT possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

WHEREAS, CONSULTANT agrees to perform its various services under this Agreement in compliance with the requirements of 49 CFR, Part 24, the Uniform Relocation Assistance, and Real Property Acquisition Policies Act of 1970, as amended, Title 25 California Code of Regulations, and California Relocation Law, section 7260, as it may apply to this Project; 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 "City of Cudahy Clara Street Sports Complex Expansion Project" dated August 13, 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 thirty (30) weeks 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 the "Relocation Services" starting on page 3 of Exhibit A. 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, FIVE HUNDRED AND TWENTY DOLLARS (\$25,520.00) 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 Exhibit A. 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 thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

1.5 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 Mark Mendoza, 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, hired and non-owned autos. 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.
- E. 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 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 Work of Consultant's Non-Design Professionals Services: 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 Work of Consultant's Design Professionals Services: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, the Consultant shall immediately defend and indemnify and hold harmless the City Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of Consultant or any of Consultant's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of Consultant in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of Consultant to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.4

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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:**  
Paragon Partners Ltd.  
5762 Bolsa Ave., Suite 201  
Huntington Beach, CA 92649  
Attn.: Neilia LaValle, President  
Phone: (714) 379-3376 ext. 210

**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.

**[SIGNATURE PAGE TO FOLLOW]**

**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: \_\_\_\_\_  
Jose E. Pulido, City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Isabel Birrueta, City Attorney

**CONSULTANT:**  
**Paragon Partners Ltd.**

By:  \_\_\_\_\_  
Neilia LaValle, President

**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;

2. Any government officer, agent, or employee, member of the armed forces of the United States, or peace officer, as defined in the California Penal Code section 830 et seq., to the extent that such person is otherwise authorized to possess a large-capacity magazine and does so while acting within the course and scope of his or her duties;
3. A forensic laboratory or any authorized agent or employee thereof in the course and scope of his or her duties;
4. Any entity that operates an armored vehicle business pursuant to the laws of the state, and an authorized employee of such entity, while in the course and scope of his or her employment for purposes that pertain to the entity's armored vehicle business;
5. Any person who has been issued a license or permit by the California Department of Justice pursuant to Penal Code sections 18900, 26500 et seq., 31000, 32315, 32650, 32700 et seq., or 33300, when the possession of a large-capacity magazine is in accordance with that license or permit;
6. A licensed gunsmith for purpose of maintenance, repair, or modification of the large-capacity magazine;
7. Any person who finds a large-capacity magazine, if the person is not prohibited from possessing firearms or ammunition pursuant to federal or state law, and the person possesses the large-capacity magazine no longer than is reasonably necessary to deliver or transport the same to the law enforcement agency;
8. Any person lawfully in possession of a firearm that the person obtained prior to January 1, 2000, if no magazine that holds fewer than ten (10) rounds of ammunition is compatible with the firearm and the person possesses the large capacity magazine solely for use with that firearm; or
9. Any retired peace officer holding a valid, current Carry Concealed Weapons (CCW) permit issued pursuant to Penal Code section 26510.

**Sec. 9.04.073 Sale of Firearms and/or Ammunition on City Property Prohibited.**

- A. The sale of firearms and/or ammunition on City property is prohibited.
- B. For purposes of this Section 9.04.073, "City property" includes real property owned, leased, subleased, or otherwise assigned by the City, or real property subject to the use and control of the City.

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 City of Cudahy 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 2<sup>nd</sup> day of September, 2014, by the following vote.

AYES:

NOES

ABSTAIN:

ABSENT:

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Chris Garcia, Mayor

ATTEST:

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Donna Schwartz,  
Interim City Clerk

APPROVED AS TO FORM:

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Isabel Birrueta  
Assistant City Attorney



# AGENDA REPORT

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MEETING DATE: September 2, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Isabel Birrueta, Assistant City Attorney

FROM: Isabel Birrueta, Assistant City Attorney

TITLE: **Report Regarding the City's City Attorney Services Agreement with Olivarez Madruga, P.C.**

---

## RECOMMENDATION:

Receive and file.

## BACKGROUND:

The City Council has requested that the Assistant City Attorney provide a report on the structure of the February 18, 2014 First Amendment to Agreement for City Attorney Services between the City of Cudahy and Olivarez Madruga, P.C. ("Retainer Agreement"), detailing the types of activities that are charged as basic retainer legal services and those types of activities that are charged as special matter services, to facilitate the City Council's discussion of possible options for managing legal fees.

## SUMMARY:

Under the Retainer Agreement, the City of Cudahy ("City") pays a flat monthly fee of Twenty Thousand Dollars (\$20,000.00) for certain legal services ("Basic Retainer Services"). These legal services are primarily those services that are necessary for the standard day-to-day operations of a City, such as attendance at regular meetings, review of agendas and resolutions, drafting of ordinances, drafting and/or review of contracts, and providing general legal advice to the City Council and City staff regarding general public law issues, potential tort liability, and risk management.

Legal services that are generally not related to the standard day-to-day operations of the City may be billed to the City as Special Matters ("Special Matter Services"), subject to the parameters of the Retainer Agreement. Unlike Basic Retainer Services for which the City pays a flat monthly legal services fee, the City is billed for Special Matter Services according to the set hourly rates contained in the Retainer Agreement. Examples of Special Matter Services are services such as drafting legal documents and legal analysis in preparation for anticipated or pending litigation, negotiation/drafting/reviewing during complex land use transactions and projects, the conduct or coordination of internal investigations, and representation of the City during collective bargaining negotiations and for Successor Agency business.

The attached Exhibit A shows the legal fees for Basic Retainer Services and Special Matter Services billed to the City for the months of February 2014 through June 2014. The benefit to the City in paying a flat monthly fee, rather than an hourly fee, for Basic Retainer Services over these five (5) months has resulted in savings to the City of \$12,876.00 (approximately \$2,600 per month). A breakdown of the costs of particular Special Matters is also provided in Exhibit A for the City Council's review.

**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

Exhibit A: Legal Fees for February 2014 through June 2014

## EXHIBIT A

### BASIC RETAINER LEGAL SERVICES

#### City of Cudahy 2014 Retainer

Month	Hours Billed	Legal Fees (If No Retainer)	Fees Billed (Under Retainer)
Feb	90.7	\$ 17,394.00	\$ 20,000.00
March	166.8	\$ 32,015.00	\$ 20,000.00
April	90.2	\$ 17,402.00	\$ 20,000.00
May	116.5	\$ 22,389.00	\$ 20,000.00
June	123.5	\$ 23,676.00	\$ 20,000.00
<b>TOTAL</b>	<b>587.7</b>	<b>\$ 112,876.00</b>	<b>\$ 100,000.00</b>
		<b>TOTAL CITY SAVINGS: \$ 12,876.00</b>	

### SPECIAL MATTER LEGAL SERVICES

#### City of Cudahy Special Matters: Monthly Totals

Month	Hours Billed	Total Legal Fees
February	93.4	\$ 17,818.00
March	195.5	\$ 37,604.00
April	198.7	\$ 38,210.00
May	102.2	\$ 19,595.00
June	79.8	\$ 15,306.00
<b>TOTAL</b>	<b>669.6</b>	<b>\$ 128,533.00</b>

#### FEBRUARY TOTALS

Special Matters	February Hours Billed	Total
LACCD v. County	1.4	\$ 266.00
21st Century	20.7	\$ 3,939.00
4840 Clara Street	0.4	\$ 76.00
DTSC	4.8	\$ 912.00
Layoffs	40	\$ 7,643.00
Rodriguez EDD Claim	3.6	\$ 684.00
Successor Agency Business	21.2	\$ 4,047.50
California v. Yashar	0.6	\$ 114.00
Investigations	0.7	\$ 136.50
<b>TOTAL</b>	<b>93.4</b>	<b>\$ 17,818.00</b>

#### MARCH TOTALS

Special Matters	March Hours Billed	Total
Personnel	0.2	\$ 39.00
21st Century	38.5	\$ 7,329.50
4840 Clara Street	15.4	\$ 2,997.50
7200 Atlantic	0.1	\$ 19.50
DTSC	34.2	\$ 6,553.50

## EXHIBIT A

LAUSD v. Cudahy	0.7	\$ 135.50
Layoffs	19.6	\$ 3,763.50
Public Records Request over 1 hour	2.7	\$ 513.00
Rodriguez EDD Claim	10.5	\$ 1,998.50
Special Meetings	7.5	\$ 1,462.50
Successor Agency Business	55.4	\$ 10,706.00
USA Fitness	0.4	\$ 78.00
Code Enforcement	2	\$ 390.00
CMEA Grievance	8.3	\$ 1,618.50
<b>TOTAL</b>	<b>195.5</b>	<b>\$ 37,604.50</b>

### APRIL TOTALS

Special Matters	April Hours Billed	Total
21st Century	6.1	\$ 1,167.50
4840 Clara Street	40	\$ 7,725.50
DTSC	13.3	\$ 2,529.50
ECM	1	\$ 195.00
LAUSD v. Cudahy	1.4	\$ 266.00
Layoffs	3.9	\$ 746.50
Melia Homes	8.8	\$ 1,690.50
Personnel	0.6	\$ 117.00
Special Meetings	7.1	\$ 1,384.50
Successor Agency Business	110.6	\$ 21,252.00
USA Fitness	1.3	\$ 248.00
Code Enforcement	0.5	\$ 97.50
CMEA Grievance	4.1	\$ 791.00
<b>TOTAL</b>	<b>198.7</b>	<b>\$ 38,210.50</b>

### MAY TOTALS

Special Matters	May Hours Billed	Total
21st Century	19.3	\$ 3,672.00
4840 Clara Street	18.6	\$ 3,587.00
DTSC	4.8	\$ 913.50
LAUSD v. Cudahy	1.3	\$ 252.00
Layoffs	5.5	\$ 1,045.00
Public Records Request over 1 hour	1.9	\$ 361.00
Special Meetings	3.3	\$ 643.50
Successor Agency Business	45	\$ 8,636.50
CMEA Grievance	2.5	\$ 484.50
<b>TOTAL</b>	<b>102.2</b>	<b>\$ 19,595.00</b>

### JUNE TOTALS

Special Matters	June Hours Billed	Total
21st Century	0.6	\$ 114.00
4840 Clara Street	9	\$ 1,748.50
7200 Atlantic	10.3	\$ 1,971.50

## EXHIBIT A

DTSC	5.2	\$ 990.00
LAUSD v. Cudahy	0.4	\$ 78.00
Special Meetings	3.8	\$ 741.00
Successor Agency Business	44.9	\$ 8,599.50
USA Fitness	5.6	\$ 1,064.00
<b>TOTAL</b>	<b>79.8</b>	<b>\$ 15,306.50</b>

**ORDINANCE NO. 638**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING SECTION 2.04.020 OF THE CUDAHY MUNICIPAL CODE REGARDING MEETING TIME OF REGULAR CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS**

WHEREAS, pursuant to *Government Code* section 54954, each legislative body, including city councils, must provide, by ordinance, resolution or other rules, the time and place for holding regular meetings; and

WHEREAS, *Government Code* section 36805 requires city councils to hold regular meetings at least once a month at times fixed by ordinance or resolution; and

WHEREAS, the Cudahy City Council (the "City Council") currently conducts its regular meetings on the first and third Tuesday of each and every month at 6:30 p.m., in accordance with Ordinance No. 628 and Section 2.04.020 of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code; and

WHEREAS, the City Council wishes to amend the meeting time/day and order of business of regular City Council meetings to allow closed session items to be heard first by the City Council, followed by open session; and

WHEREAS, the City as Successor Agency to the Former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("Successor Agency") meetings wishes to commence its meetings a (6:30) p.m. on the first/second and third/fourth Tuesday of each month.

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

**SECTION 1.** The facts set forth in the recitals above are true and correct.

**SECTION 2.** Section 2.04.020, subdivision (1) of the Cudahy Municipal Code IS HEREBY AMENDED IN ITS ENTIRETY TO NOW STATE THE FOLLOWING:

2.04.020 Council Meetings.

(1) Regular Meetings. Regular meetings of the city council shall be held on the first/second and third/fourth Tuesday of each month at (7:00) p.m., or if any such Tuesday falls on a holiday, the next succeeding day which is not a holiday. Closed session items, if on the agenda, shall be heard commencing at (7:00) p.m., followed by open session items at (7:30) p.m. If there are no closed session items on the agenda, open session shall commence at (7:30) p.m.

Any provisions of the Cudahy Municipal Code which may be inconsistent with the amendment are similarly repealed or amended to the extent of inconsistency and no further.

**SECTION 3.** Section 2.04.025 is hereby added to Chapter 2.04 of the Cudahy Municipal Code and shall read as follows:

2.04.025 Meetings for City as Successor Agency to the Former Cudahy Community Development Commission/Cudahy Redevelopment Agency.

(1) Successor Agency Meetings. Successor Agency meetings shall be held on the first/second and third/fourth Tuesday of each month at (6:30) p.m., or if any such Tuesday falls on a holiday, the next succeeding day which is not a holiday.

(2) Open to the Public. All meetings of the Successor Agency shall be open to the public except as otherwise provided by the Ralph M. Brown Act, Government Code Sections 54950 et seq.

**SECTION 4.** If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Cudahy hereby declares that it would have passed this Ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

**SECTION 5.** The City Council finds that the actions contemplated herein do not constitute 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 they will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines §§ 15060(c)(2)-(3), 15378.

**SECTION 6.** Inconsistent Provisions. Any provision of the Cudahy 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 7.** 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 8.** 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.

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:

ABSENT:

ABSTAIN:

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Christopher Garcia,  
Mayor

ATTEST:

APPROVED AS TO FORM:

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Donna Schwartz,  
Interim City Clerk

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Isabel Birrueta,  
Assistant City Attorney