AMENDED AGENDA

A REGULAR MEETING
OF THE CUDAHY CITY COUNCIL
and JOINT MEETING of the
CITY OF CUDAHY AS SUCCESSOR AGENCY and HOUSING SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
Tuesday, November 5, 2019 – 6:30 P.M.

Written materials distributed to the City Council within 72 hours of the City Council meeting shall be available for public inspection in the City Clerk’s Office at City Hall located at 5220 Santa Ana Street, Cudahy, CA 90201.

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

Rules of Decorum

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

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

Disruptive conduct may include, but is not limited to:

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

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

If the person or group refuses to stop the disruptive behavior, the Mayor or presiding officer may order the person or group to leave the meeting room, and may request that those persons be escorted from the meeting room. Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403.)
It should also be noted that any person who WILLFULLY disturbs or breaks up the City Council meeting may be arrested for a misdemeanor offense. (Penal Code, § 403.)

1. CALL TO ORDER

2. ROLL CALL

Council / Agency Member Garcia
Council / Agency Member Guerrero
Council / Agency Member Lozoya
Vice Mayor / Vice Chair Alcantar
Mayor / Chair Gonzalez

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

Presentation by California Youth Karate Club, Inc.

5. PUBLIC COMMENTS

(Each member of the public may submit one comment card if he or she wishes to address the City Council. Only speakers that submit a comment card within the first 20 minutes of the meeting will be permitted to speak for three (3) minutes concerning items under the City Council’s jurisdiction, including items on the agenda and closed session items.)

(Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403).)

6. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS (Each Council Member is limited to three minutes.)

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

7. CITY MANAGER REPORT (information only)
8. REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS

9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

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

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

10. CONSENT CALENDAR

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

A. Approval of the Local Agency Investment Fund (LAIF) for the Month of June 2019 (page 7)

Presented by Finance Director

Recommendation: The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of June 2019 in the amount of $5,984,107.03.

B. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of June 2019 (page 11)

Presented by Finance Director

Recommendation: The City Council is requested to approve the Demands and Payroll in the amount of $890,623.88 including Cash and Investment Report by Fund for the month of June 2019.

C. Consideration to Review and Approve the Draft Minutes of October 15, 2019, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission (page 29)

Presented by Assistant City Clerk

Recommendation: The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for October 15, 2019.
D. Adopt Resolution No. 19-29 Authorizing the City Manager, or Designee, to Submit a Grant Application to the California Department of Housing and Community Development for Planning Grants Program Funding Under Senate Bill 2 (SB 2) *(page 41)*

*Presented by Interim Community Development Manager*

**Recommendation:** The City Council is requested to adopt Resolution No. 19-29, authorizing staff to pursue State Senate Bill 2 (SB 2) grant funding and submit an application (i.e., Development of an Inclusionary Housing Ordinance; and CEQA Streamlining, eliminating the need for project specific review) to the California Department of Housing and Community Development.

11. PUBLIC HEARING - NONE

12. BUSINESS SESSION

A. Approval of a Professional Services Agreement (PSA) for Crossing Guard Services with All City Management Services (ACMS) *(page 45)*

*Presented by City Manager*

**Recommendation:** The City Council is requested to approve a Professional Services Agreement (PSA) for Crossing Guard Services with All City Management Services (ACMS) utilizing the City of Tracy’s Request for Proposal (RFP) and contract award on May 1, 2019. This PSA if approved by the City Council would be in effect for a three-year commencing July 1, 2019 through June 30, 2022, for a total not to exceed amount of $149,256, subject to City Attorney review and concurrence.

B. Approval of Fourth Amendment to Extend Existing City Manager Employment Agreement Along with Certain Other Amendments *(page 113)*

*Presented by Office of the City Attorney*

**Recommendation:** It is recommended that the City Council approve the attached Fourth Amendment instrument to the City Manager’s Employment Agreement with the City. The attached Fourth Amendment extends the underlying Employment Agreement on a month-to-month basis for a maximum of three (3) months so that the City Council has additional time to consider and approve the terms of a longer-term extension instrument. All other provisions of the Employment Agreement remain the same.
C. Consideration and Adoption of Urgency Ordinance No. 703 Establishing Interim Rent Control Measures for a 45-day Period (page 143)

*Presented by Office of the City Attorney*

**Recommendation:** It is recommended that the City Council adopt Urgency Ordinance No. 703 establishing interim rent control measures for multi-family properties citywide for a 45-day period with the ability to extend further.

D. Consideration to Adopt Proposed Urgency Ordinance No. 704 of the City Council of the City of Cudahy Adding Chapter 5.10 to the Cudahy Municipal Code Relating to the Collection of Eviction Data in the City of Cudahy (page 235)

*Presented by Office of the City Attorney*

**Recommendation:** The City Council is requested to adopt proposed Urgency Ordinance No. 704 Adding Chapter 5.10 to Title 5, Business Licenses and Regulations, of the Cudahy Municipal Code Relating to the Collection of Eviction Data in the City of Cudahy

13. COUNCIL DISCUSSION

A. Council Member Garcia

   i. Cudahy Skate Park Renovation Project

**RECESS TO CLOSED SESSION**

This is the time at which the City Council will meet in closed session to go over items of business on the closed session agenda. It should be noted that Councilman Guerrero will be participating from Bedwell Hall via teleconference. At this time, all persons other than Councilman Guerrero and City personnel authorized by either the City Manager or the City Attorney will not be allowed to remain in Bedwell Hall. Once closed session is completed and the City Council returns from closed session into open session, members of the public may then reenter the Council Chamber to rejoin the proceedings.

14. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54957 – Public Employee Performance Evaluation
   Title of Employee: City Manager

B. Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator
   City’s Designated Representative: Victor Ponto, City Attorney
Unrepresented Employee: City Manager

C. Closed Session Pursuant to Government Code Section 54957 – Public Employee Dismissal/Release

D. Closed Session Pursuant to Government Code Section 54957.6(a) – Conference with Labor Negotiator Regarding Represented Employees
City’s Designated Representative(s) for Negotiations: City Manager Jose E. Pulido and Special Counsel Oliver Yee
Employee Organization: Cudahy Miscellaneous Employees Association (CMEA)

RECONVENE TO OPEN SESSION

15. CLOSED SESSION ANNOUNCEMENT

16. ADJOURNMENT

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

Dated this 1st day of November 2019

Richard Iglesias
Assistant City Clerk
STAFF REPORT

Date: November 5, 2019
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: Approval of the Local Agency Investment Fund (LAIF) for the Month of June 2019

RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of June 2019 in the amount of $5,984,107.03.

BACKGROUND

1. In 1955, the Pooled Money Investment Account (PMIA) started. LAIF became part of the PMIA. The oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members consist of the State Treasurer, Director of Finance, and State Controller.

2. In 1977, LAIF was created as a voluntary program by Section 16429.1 et seq. of the California Government Code. The program was intended to be used as an investment alternative for California’s local governments and special districts. The LAIF continues today under State Treasurer Fiona Ma’s administration.

3. On May 1, 2019, the balance in LAIF was $3,984,107.03 (See Attachment).

4. In May 2019, $2,000,000 was transferred to LAIF from City’s Operating account (See Attachment).

5. On June 30, 2019, the balance in LAIF was $5,984,107.03 (See Attachment).
ANALYSIS

The voluntary program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer’s Office investment staff at no additional cost to the taxpayer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian.

Cudahy Municipal Code Section 3.04.080 indicates, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same."

CONCLUSION

Once the City Council approves the June 2019 LAIF, the LAIF ending balance of $5,984,107.03 may be relied upon when determining whether or not there are sufficient funds available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

FINANCIAL IMPACT

None

ATTACHMENT

Local Agency Investment Fund (LAIF) Balance
LOCAL AGENCY INVESTMENT FUND

General Account - City #98-19-225

Beginning Balance as of May 01, 2019 $5,984,107.03

Transfer from City operating account

Ending Balance as of May 31, 2019 $5,984,107.03

========
STAFF REPORT

Date: November 5, 2019
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of June 2019

RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of $890,623.88 including Cash and Investment Report by Fund for the month of June 2019.

BACKGROUND

1. On December 13, 1993, Ordinance 476 was adopted and codified as Cudahy Municipal Code Section 3.04.080 indicating, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same."

2. On June 2019, the following demands and payroll have been audited by the Finance Department:

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<td>Payroll Warrants</td>
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<td>$64,883.42</td>
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<td><strong>Total</strong></td>
<td><strong>$988,693.73</strong></td>
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ANALYSIS

The Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), Cash and Investment Report by Fund June 2019 (Attachment C) indicate that the cash and investment balance was sufficient for disbursements for the month of June 2019, (Attachment D) a summary of cash received and disbursed by month during Fiscal Year (FY) 2018-19, and (Attachment E) a summary of cash received and disbursed by month during FY 2017-18.

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

CONCLUSION

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

FINANCIAL IMPACT

The Cash and Investment Report by Fund (Attachment C) indicates how the total disbursements of $988,693.73 were distributed between the funds of the City.

ATTACHMENTS

A. Check Register Report
B. Payroll Warrants including payroll taxes and insurance premiums
C. Cash and Investment Report by Fund June 2019
D. Summary of Cash Receipt / Disbursement by Month FY 2018-19
E. Summary of Cash Receipt / Disbursement by Month FY 2017-18
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## Check Register Report

**City of Cudahy**

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- 80.00
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- 65.46
- 9,860.52

**Printed**

- MILEAGE REIMBURSEMENT
- APRIL 2019 INVOICE
- REFUND 2019 ANNUAL PARKING
- APRIL INVOICE 6009390
- 8' OVERHEAD MAST ARM
- REFUND 2019 ANNUAL PARKING
- COFFEE SUPPLIES
- TRAFFIC SIGNAL MAINTENANCE
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50151

06/03/2019

0071-1

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Printed

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06/03/2019

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Printed

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06/03/2019

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SWRCB ACCOUNTING OFFICE

Printed

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06/03/2019

7015

THE UPS STORE #5461

Printed

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Printed

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Printed

18428 CUD RESTROOM CDBG

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Check Amount 20,163.50

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Check Amount 2,800.00
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Total Checks: 88
Bank Total(excluding void checks): 816,271.03
Grand Total(excluding void checks): 816,271.03
# CITY OF CUDAHY

Payroll Warrants including payroll taxes and insurance premiums:

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<td>CalPERS Direct Deposit (c)</td>
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Note (a) - Employees / Council Members / Commissioners
Note (b) - Payments for CalPERS medical insurance
Note (c) - Payments for CalPERS retirement contributions
Note (d) - Federal and State payroll taxes
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<tr>
<th>Code</th>
<th>Description</th>
<th>July 1, 2018 Inflow</th>
<th>Outflow</th>
<th>June 30, 2019 Receipts</th>
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<td><strong>13,214,704.13</strong></td>
<td><strong>1,449,091.95</strong></td>
<td><strong>991,393.24</strong></td>
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<td><strong>991,393.24</strong></td>
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<td><strong>991,393.24</strong></td>
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<td><strong>13,214,704.13</strong></td>
<td><strong>1,449,091.95</strong></td>
<td><strong>991,393.24</strong></td>
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</table>

Total cash disbursements per June and Payroll Reports:
- AP disbursements: 816,271.03
- Payroll - June 6, 2019: 107,539.28
- Payroll - June 20, 2019: 64,883.42
- Sub-Total: 988,693.73

Add: Total Bank charges in June 2019: 681.16
Add: Credit card charge - food distributions and training: 2,018.35

Total Cash Disbursements per June Cash & Investment Report: 991,393.24
## City of Cudahy

### Summary of Cash Receipt/Disbursement by Month - FY 2018-19

<table>
<thead>
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<th>Date</th>
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<th>Disbursement</th>
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<td>July 2018</td>
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<td>923,546.53</td>
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<td>August 2018</td>
<td>600,224.95</td>
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<td>September 2018</td>
<td>671,668.80</td>
<td>3,057,462.54</td>
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<td>October 2018</td>
<td>810,382.01</td>
<td>645,124.72</td>
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<td>November 2018</td>
<td>522,560.70</td>
<td>1,549,730.19</td>
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<tr>
<td>December 2018</td>
<td>1,121,529.12</td>
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<td>February 2019</td>
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<td>724,770.19</td>
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<td>March 2019</td>
<td>687,121.16</td>
<td>1,074,540.91</td>
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<td>April 2019</td>
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<td>902,870.53</td>
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<td>May 2019</td>
<td>3,908,451.88</td>
<td>895,863.14</td>
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<tr>
<td>Total:</td>
<td>16,180,267.89</td>
<td>13,754,151.81</td>
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Note (a) - City liab. and workers comp insurance, general plan update, and PERS unfunded pension liab.
Note (b) - Debt service payment and 2 sheriff payments
Note (c) - Prop A exchange and 2 sheriff payments
Note (d) - Prop A exchange and refuse assessment
Note (e) - ROPS distribution from County and bi-annual motor-vehicle-in-lieu
Note (f) - 2 sheriff payments, refuse collection, and Maywood police dept furniture
Note (g) - Debt service payment
Note (h) - Cannabis fees, annual franchise fees, and refuse collection
Note (i) - Bi-annual motor-vehicle-in-lieu and ROPS bond payoff
Note (j) - Refuse collection, PARS - OPEB and Retirement Trust
### City of Cudahy

**Summary of Cash Receipt/Disbursement by Month - FY 2017-18**

<table>
<thead>
<tr>
<th>Date</th>
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<th>Disbursement</th>
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</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>664,275.76</td>
<td>1,671,865.41</td>
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<td>624,837.77</td>
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<td>September 2017</td>
<td>860,255.50</td>
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<tr>
<td>October 2017</td>
<td>608,973.89</td>
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<tr>
<td>November 2017</td>
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<tr>
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<td>1,251,035.76</td>
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<tr>
<td>January 2018</td>
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<td>March 2018</td>
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<td>April 2018</td>
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<td><strong>Total:</strong></td>
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<td>15,517,181.16</td>
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*Notes:
(a) - City liab. and workers comp insurance, citywide street improvement project, and PERS unfunded pension liab.
(b) - Prop A exchange, 2 legal fees, and 2 fixed route payments
(c) - Debt service payment
(d) - 2 sheriff payments and street project payments
(e) - ATP grant reimbursement
(f) - Street project and general plan payments
(g) - Cannabis application fees
(h) - ROPS distribution from County and bi-annual motor-vehicle-in-lieu
(i) - Street project and refuse payments
(j) - EDC transfer
(k) - Debt service payment and 2 sheriff payments
(l) - Bi-annual motor-vehicle-in-lieu and street project reimbursement
(m) - 2 sheriff payments, LAUSD settlement, refuse collection, and development review costs
(n) - ROPS distribution from County
(o) - Street project, development review costs, and refuse payments

### General Fund

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<th>Date</th>
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<th>Disbursement</th>
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<td>June 2018</td>
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*Average Per Month:

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*Notes:
(1) - City liab. & workers comp insurance and PERS unfunded pension liab.
(2) - 2 sheriff payments
(3) - Cannabis application fees
(4) - Bi-annual motor-vehicle-in-lieu
(5) - 2 sheriff payments
(6) - Bi-annual motor-vehicle-in-lieu
(7) - 2 sheriff payments and development review costs
STAFF REPORT

Date: November 5, 2019

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

From: Jose E. Pulido, City Manager/Executive Director
By: Richard Iglesias, Assistant City Clerk

Subject: Consideration to Review and Approve the Draft Minutes of October 15, 2019, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission

RECOMMENDATION

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for October 15, 2019.

BACKGROUND / ANALYSIS

Historically

The Municipal Clerk is one of the oldest professions in government, dating back to 1272 A.D., originating in England. The record keeper then was called Remembrancer; an English official whose job was to remind the Lord Treasurer and Barons of Court, of business pending.

Years later in the 1600’s when early colonist came to America, the office of the Clerk was one of the first offices to be established. Over the years the City Clerk’s office has become the core for local government, and the liaison to the residents of the Community. The Municipal Clerk (City Clerk) is the record keeper of a City’s recorded History.

William Bennett Munro a Canadian historian and political scientist, who taught at Harvard University and the California Institute of Technology, stated in one of his first textbooks written: “No other office in municipal service has so many contacts. It serves the Mayor, the City Council, the City Manager (when there is one), and all administrative departments,
without exception. All of them call upon it, almost daily, for some service or information. Its work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience. The public does not realize how many loose ends of city administration this office pulls together.”

Moving forward to the present time, the City Clerk’s office today is generally responsible for keeping record of City Council meetings; agreements; recordings of official documents; legal advertisements; municipal elections; commissions and committees current files; claims against the city; and other legal or official documents.

City Clerks in General Law cities are required to keep a record (minutes) of the proceedings of Council meetings (Government Code Sections 36814 and 40801). Minutes are the official record of a meeting which provides a record of the Council’s decisions and actions.

**CONCLUSION**

City Council is requested to approve the attached City Council / Agency Draft Minutes of the proceedings of October 15, 2019, City Council meeting.

**FINANCIAL IMPACT**

No Financial Impact.

**ATTACHMENT**

A. Draft Minutes October 15, 2019
B. Resolution No. 16-38, approving the City Clerk’s use of Summary Action Minutes as the Official Record of the City Council proceedings.
MINUTES
CUDAHY CITY COUNCIL REGULAR MEETING and
CITY OF CUADAHY AS SUCCESSOR AGENCY and
HOUSING SUCCESSOR AGENCY TO THE CUADAHY
DEVELOPMENT COMMISSION JOINT MEETING

October 15, 2019 6:30 P.M.

1. CALL TO ORDER

Mayor / Chair Gonzalez called the meeting to order at 6:33 p.m.

2. ROLL CALL

PRESENT: Council / Agency Member Guerrero
Council / Agency Member Lozoya
Council / Agency Member Garcia (arrived at 6:58 p.m.)
Vice Mayor / Vice Chair Alcantar
Mayor / Chair Gonzalez

ABSENT: None

ALSO PRESENT: City Manager Jose E. Pulido, City Attorney, Victor Ponto, Assistant City Clerk, Richard Iglesias, Assistant Engineer, Aaron Torres-Hernandez,

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Alcantar.

4. PRESENTATIONS - NONE

5. PUBLIC COMMENTS

Jack Guerrero, spoke against the City’s alleged insufficient internal control environment. He cited the latest list from the California State Auditor ranking the City in the bottom seven in the state with the highest evaluation of risk with the potential of waste, fraud, abuse, and mismanagement, reflecting years of severe financial mismanagement. He further cited the OC Register, reporting on Cudahy for its evaluation by the California State Auditor. He further cited the City developing a remediation plan to address such financial deficiencies including highlighting tasks to be performed as well as milestones and timelines of objectives to be completed, as well as Council preparing periodic updates of implementation progress.

Pamela Munguia, spoke regarding item number 11A. She asked for clarification expressing concerns about the high construction costs proposed to remodel restroom facilities in the City. She asked the contractor to provide a price breakdown to understand how tax funds will be spent on this project. She further commented on the closed session item regarding City Manager labor contract, arguing that the City Manager should not be given more authority than what he already has, and asking Council to be more active in the policy making process, and limit the City Manager’s authority. She further asked Council to transparently disclose what successor properties are up for sale as well as provide an update on its status.
Heather Hightower, spoke on behalf of Legal Aid Foundation, and spoke favorably toward the City’s commitment to track evictions in the City.

Jonathan Jager, also spoke on behalf of Legal Aid Foundation Los Angeles and echoed some of the points the previous speaker mentioned. He further expressed how the recently approved state legislation for renters works, and when it is going to be taking effect. He further asked the City to offer renter protections as the new piece of legislation is set to take place.

Jessica Prieto, spoke on behalf of her organization concerned with rising rents and gentrification, citing rents in Cudahy have increased by 20% since 2009. She further cited several economic demographic statistics pertaining Cudahy residents, arguing the importance of renter protection policies and the importance of the recently approved piece of legislation by the state.

Alex Flores, spoke on behalf of the Legal Aid Foundation of Los Angeles, thanked the Council for bringing such an important issue for the City, as well as spoke on the current state of renter laws in the City of Los Angeles and California. He further mentioned the City to consider implementing a policy where a renter can get a refund.

Javier Flores, spoke in favor of Council Member Guerrero for supporting residents, reminding the Council Member that residents support him as well. He went on to speak against item 12A, first asking if other bidders submitted for the RFP, due to the high cost. He further argued that the bidder considered to be awarded in the staff report is too high, with an estimated cost of $500,000. He further argued CDBG should not be going toward this project, at least not at such a high cost, and asked to invite more bidders who can offer at a lower price.

Marcos Oliva, spoke regarding the introduced legislative bill AB 1482, stating that although the bill has good intentions, it will cause local municipalities to absorb most of the bureaucratic costs, which in turn would give cities like Cudahy unnecessary burdens, without any guarantees or mention from the state assuring it will subsidize the extra bureaucratic costs. He further asked Council if the City would enforce accountability for compliance, as well as highlighted the longevity it would take to implement supplemental ordinances and policies to comply. Ultimately, he argued, the burden will be passed down to the taxpayers. He concluded his comments by urging Council to contact the State Legislature and ask them to provide funding and establish a budget to implement the law.

6. CITY COUNCIL COMMENTS

Council Member Lozoya, commented on item 12A asking city staff to clarify what the bid covered regarding the City restrooms restoration project. Specifically, she asked for what the contractor is going to change and improve in the restrooms.

Council Member Guerrero, asked to place any transparent information that can be offered from the contemplated property sales discussed under closed session on the next agenda, stating there is very little transparency to the public about what the City is doing to those properties. He further added the City needs to be aware about those properties. In Spanish, Mr. Guerrero reiterated against the City’s alleged insufficient internal control environment. He cited the latest list from the California State Auditor ranking the City in the bottom seven in the state with the highest evaluation of risk with the potential of waste, fraud, abuse, and mismanagement, reflecting years of severe financial mismanagement. He further cited the OC Register, reporting on Cudahy for its evaluation by the California State Auditor. He called for a forensic audit from an impartial third-party state auditor. He asked residents interested in signing a petition calling for an audit from the state auditor to contact him or other watchdog residents in the community. He further
asked City staff to explain how it is planning to store cannabis proceeds, explaining such funds cannot be stored at a federally regulated bank.

COUNCIL MEMBER GARCIA ARRIVED AT 6:58 P.M.

Vice Mayor Alcantar, wished members of the public a happy Indigenous Peoples Day. She further provided a update on her visit at the El Paso border to see the nature on how immigrants are living due to the white house administration policies. She urged residents of South East Los Angeles to donate to immigrant shelters in El Paso, Texas. She further mentioned a second trip regarding an affordable housing summit, noting neither trips were funded by the City. Rather, the funding came from non-profit organizations.

Mayor Gonzalez, clarified to residents that City owned properties can be found online, but agreed that there can be more information disclosed to the public, noting that more information will be made to the public as it becomes available. He expressed his excitement about establishing rental protections to City residents. He further commented that he attended a California Contract Cities Executive Board of Directors meeting and are working on acquiring more data on law enforcement Sheriff’s Department to better understand the types of issues that are faced in the City, which would also be available to the public. He further expressed his excitement about improving the City restrooms, lamenting their current state, and reminded the public it is a popular issue that has been brought up to Council on numerous occasions. He concluded his comments by announcing his participation on the National Walk to School Night.

7. CITY MANAGER REPORT (information only)

8. REPORTS REGARDING AD HOC, ADVISORY, STANDING OR OTHER COMMITTEE MEETINGS - NONE

9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES - NONE

10. CONSENT CALENDAR

A. Consideration to Review and Approve the Draft Minutes of October 1, 2019, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission

Presented by the Assistant City Clerk

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for October 1, 2019.

Motion: It was moved by Council Member Garcia and seconded by Vice Mayor Alcantar to review and approve the City Council / Successor Agency Draft Minutes for October 1, 2019. The motion carried (3-1-1) by the following roll call vote.

AYES: Lozoya, Garcia, Alcantar, and Gonzalez
NOES: Guerrero
ABSENT: None
ABSTAIN: None

11. PUBLIC HEARING - NONE

12. BUSINESS SESSION
A. Consideration and Approval of a Proposed Contract Agreement for Construction Services for the Clara & Cudahy Park Restroom Rehabilitation Project Funded Through the City’s Community Development Block Grant (CDBG) Program

Presented by the Assistant Engineer

The City Council is requested to award a Section 3 Contract for Construction Services for the Clara & Cudahy Park Restroom Rehabilitation Project funded through the Community Development Block Grant (CDBG) to RS Construction & Development, Inc. in an amount not to exceed $288,556.

Motion: It was motioned by Vice Mayor Alcantar and Seconded by Council Member Garcia to award a Section 3 Contract for Construction Services for the Clara & Cudahy Park Restroom Rehabilitation Project funded through the Community Development Block Grant (CDBG) to RS Construction & Development, Inc. in an amount not to exceed $288,556. The motion carried (3-0-0) by the following roll call vote.

AYES: Garcia, Alcantar, and Gonzalez
NOES: None
ABSENT: None
ABSTAIN: Guerrero and Lozoya

13. COUNCIL DISCUSSION

Council Member Garcia

i. Cudahy Skate Park Renovation Project

Mayor Gonzalez

i. Eviction Tracking

Vice Mayor Alcantar

i. Tenant Protection

RECESSED TO CLOSE SESSION AT 7:39 P.M.

14. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54957 – Public Employee Performance Evaluation
   Title of Employee: City Manager

B. Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator
   City’s Designated Representative: Victor Ponto, City Attorney
   Unrepresented Employee: City Manager

C. Closed Session Pursuant to Government Code Section 54957.6(a) – Conference with Labor Negotiator Regarding Represented Employees
City’s Designated Representative(s) for Negotiations: City Manager Jose E. Pulido and Special Counsel Oliver Yee
Employee Organization: Cudahy Miscellaneous Employees Association (CMEA)

D. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 1 Elizabeth Street Residential Property
5256 Elizabeth Street APN: 6224-001-014
5260 Elizabeth Street APN: 6224-001-015

Successor Agency Negotiator: Jose Pulido, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

E. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 2 Atlantic Avenue/Santa Ana Street Commercial Property
4734 Santa Ana Street APN: 6224-018-008
8110 South Atlantic Avenue APN: 6224-018-071
8100 South Atlantic Avenue APN: 6224-018-068
Santa Ana Street APN: 6224-018-070
4720 Santa Ana Street APN: 6224-018-069

Successor Agency Negotiator: Jose Pulido, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

F. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 3 Santa Ana Street Residential Property
4610 Santa Ana Street APN: 6224-019-014

Successor Agency Negotiator: Jose Pulido, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

G. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 4 Atlantic Avenue/Cecilia Street Commercial Property
8135 South Atlantic Avenue APN: 6224-022-001
4629 Cecilia Street APN: 6224-022-004
8201 South Atlantic Avenue APN: 6224-022-002
8221 South Atlantic Avenue APN: 6224-022-012
4633 Cecilia Street APN: 6224-022-003

Successor Agency Negotiator: Jose Pulido, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

H. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 5 Atlantic Avenue/Patata Street Commercial Property
4819 Patata Street APN: 6224-034-014
8420 South Atlantic Avenue APN: 6224-034-032 APN: 6224-034-040
Patata Street APN: 6224-034-041

Successor Agency Negotiator: Jose Pulido, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

I. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 6 Atlantic Avenue/Clara Street Commercial Property
4613 Clara Street APN: 6226-022-002
7660 South Atlantic Avenue APN: 6226-022-008
7630 South Atlantic Avenue APN: 6226-022-019 APN: 6226-022-020
7638 South Atlantic Avenue APN: 6226-022-023
7644 South Atlantic Avenue APN: 6226-022-022
No address APN: 6226-022-021 APN: 6226-022-024

Successor Agency Negotiator: Jose Pulido, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

RECONVENED TO OPEN SESSION AT 9:58 P.M.

15. CLOSED SESSION ANNOUNCEMENT

Deputy City Attorney Victor Ponto reported that for each closed session item, counsel was given, and direction was received.

16. ADJOURNMENT

The City Council / Agency meeting was adjourned at 9:58 p.m.
Jose R. Gonzalez  
Mayor

ATTEST:

Richard Iglesias  
Assistant City Clerk
RESOLUTION NO. 16-38


WHEREAS, pursuant to Section 2.20.010(1) of the Municipal Code of the City of Cudahy, the City clerk is required to perform such duties as are set forth in the Government Code and in the City's Municipal Code and as the City Council from time to time shall direct or authorize; and

WHEREAS, under Government Code Section 40801, the City Clerk is tasked with keeping accurate records of the proceeding of the legislative body; and

WHEREAS, pursuant to Government Code Section 36814, the City Council shall cause the City Clerk to keep a correct record of its proceedings;

WHEREAS, the City Clerk currently prepares and keeps full written minutes of the City Council's meetings and proceedings; and

WHEREAS, instead of summary minutes, the City Council now wishes for the City Clerk to prepare and keep summary action minutes as the official record of its meetings or proceedings; and

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

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

SECTION 2. The City Council hereby approves the use of summary action minutes as the official record of its meetings or proceedings in lieu of full form written minutes.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 12th day of December, 2016.
ATTEST:

Richard Iglesias
Deputy City Clerk

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

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 16-38 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the Deputy City Clerk at a regular meeting of said Council held on the 12th day of December, 2016, and that said Resolution was adopted by the following vote, to-wit:

AYES: Garcia, Markovich, Hernandez, Sanchez

NOES: None

ABSENT: None

ABSTAIN: Guerrero
STAFF REPORT

Date: November 5, 2019
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Salvador Lopez Jr., Interim Community Development Manager

Subject: Adopt Resolution No. 19-29 Authorizing the City Manager, or Designee, to Submit a Grant Application to the California Department of Housing and Community Development for Planning Grants Program Funding Under Senate Bill 2 (SB 2)

RECOMMENDATION

The City Council is requested to adopt Resolution No. 19-29, authorizing staff to pursue State Senate Bill 2 (SB 2) grant funding and submit an application (i.e., Development of an Inclusionary Housing Ordinance; and CEQA Streamlining, eliminating the need for project specific review) to the California Department of Housing and Community Development.

BACKGROUND/ANALYSIS

The California of Housing and Community Development has implemented a grant program, known as SB 2, to provide funding and technical assistance to all local governments in California to help prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production.

The technical assistance grant provides allocated funding to cities based on population size. The City of Cudahy is eligible to apply for up to $160,000 in funding and the City is seeking all available funds. The Planning Grant Program will provide grants through a noncompetitive, over-the-counter process to eligible local governments (cities and counties) who meet the following requirements:

- Have an HCD-compliant housing element;
- Have submitted a recent Annual Progress report;
- Demonstrate a nexus to accelerating housing production; and
- Demonstrate that the applicant is consistent with State Planning Priorities.
The State of California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for grants authorized under the Planning Grants Program (PGP) provisions of Senate Bill 2 (SB 2). The City of Cudahy may potentially receive a total of $160,000 grant funds from HCD, with the submittal of a grant application. Staff is requesting City Council’s authorization to proceed and submit a grant application to HCD. Staff is recommending that the following projects to be included in the SB2 application grant submittal:

- Development of an Inclusionary Housing Ordinance; and
- CEQA Streamlining, eliminating the need for project specific review.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

This resolution is exempt from the California Environmental Quality Act (Public Resources Code, § 2100, et seq; “CEQA”). The adoption of the proposed ordinance is not a “project” under CEQA and the State CEQA Guidelines (14 Cal. Code of Regulations, § 15000, et seq.) as it does not have the “potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (CEQA Guidelines, §§ 15060 (c) (2)(3), 15378(a).) Moreover, even if the resolution qualified as a project under CEQA, the Ordinance is exempt from CEQA as “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” (State CEQA Guidelines, § 15061 (b)(3).)

**FISCAL IMPACT**

If awarded the full amount requested, $160,000, the City will have potential funds to implement the costs associated with the creation and implementation of an Inclusionary Housing Ordinance and the CEQA Streamlining.

**ATTACHMENTS:**

Resolution No. 19-29
RESOLUTION NO. 19-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AUTHORIZING APPLICATION FOR AND RECEIPT OF SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the Department is authorized to provide up to $123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program the City Council of the City of Cudahy desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to $123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program

NOW THEREFORE, the City Council of the City of Cudahy hereby resolves as follows:

SECTION 1. The City Council is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of $160,000.

SECTION 2. In connection with the PGP grant, if the application (i.e., Development of an Inclusionary Housing Ordinance; and CEQA Streamlining, eliminating the need for project specific review) is approved by the Department, the City Manager, or his designee, is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of $160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City of Cudahy’s obligations related thereto, and all amendments thereto (collectively, the “PGP Grant Documents”).

SECTION 3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The City Manager, or his designee, is authorized to execute the City of Cudahy’s Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.
PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 5th day of November 2019.

_____________________________
Jose R. Gonzalez
Mayor

ATTEST:

___________________________
Richard Iglesias
Assistant City Clerk

CERTIFICATION

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

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, do hereby certify that the above and foregoing Resolution No.19-29, signed by the Mayor and attested by the Assistant City Clerk at a meeting of said City Council of the City of Cudahy held on this 5th day of November 2019, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____________________________
Richard Iglesias
Assistant City Clerk
STAFF REPORT

Date: November 5, 2019
To: Honorable Mayor and City Council
From: Jose E. Pulido, City Manager
Subject: Approval of a Professional Services Agreement (PSA) for Crossing Guard Services with All City Management Services (ACMS)

RECOMMENDATION

The City Council is requested to approve a Professional Services Agreement (PSA) for Crossing Guard Services with All City Management Services (ACMS) utilizing the City of Tracy’s Request for Proposal (RFP) and contract award on May 1, 2019. This PSA if approved by the City Council would be in effect for a three-year commencing July 1, 2019 through June 30, 2022, for a total not to exceed amount of $149,256, subject to City Attorney review and concurrence.

BACKGROUND

1. On July 1, 1987, the City entered in a Professional Services Agreement with All City Management Services for citywide crossing guard services.

2. On September 4, 2001, the City made an amendment to the original agreement extending the term through June 30, 2002.

3. On June 22, 2015, the City Council approved Ordinance No. 649 to add some flexibility in the City’s ability to procure services without having to devote the time and labor of going through a Requests For Proposals (RFP) process (Attachment B).

4. On August 14, 2017, the City Council approved Ordinance No. 672 to clarify that cooperative purchasing agreements relate to the purchase of services.

5. On March 21, 2019, the City was notified by All City Management Services about a proposed
rate increase to $22.11 effective Fiscal Year 2019-20.

6. On April 15, 2019, the City was notified by All City Management Services that the expired agreement would prevent the company from commencing crossing guard services for Fiscal Year 2019-20.

7. On April 17, 2019, the City of Tracy Police Department published a Request for Proposals for citywide crossing guards.

8. On May 1, 2019, the City of Tracy received proposals for crossing guard services from All City Management Services and American Guard Services.

9. On June 4, 2019, the City of Tracy’s City Council approved a Professional Services Agreement (PSA) with All City Management Services, Inc. for crossing guard services for three years.

10. On October 30, 2019, All City Management Services President Baron Farwell notified the City that ACMS was amenable to allowing Cudahy to utilize the City of Tracy’s RFP and Contract Award rates and terms.

**ANALYSIS**

All City Management Services has been providing exemplary crossing guard services to the City for over thirty years. Many of its crossing guards have established a rapport with parents and students alike that substantially increase the safety of crosswalk during peak traffic hours.

The Professional Services Agreement (PSA) will share the same terms as the City of Tracy’s PSA regarding price, specifications, and warranties. The City will be getting the same price for service at service levels that are specific to the City of Cudahy. The quantity of services that the City will be contracting would be different from the City of Tracy.

Specifically, the City would agree to the staffing levels previously provided by All City Management as well as continue serving in its normal schedule and calendar with a not to exceed limit of $149,256 over three years. A breakdown of the traditional calendar is as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Sites</th>
<th>Total Hours/Day (3 hrs per guard)</th>
<th>Total Days/Year</th>
<th>Hourly Billing Rate</th>
<th>Total Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Year 2019-20</td>
<td>4</td>
<td>12</td>
<td>180</td>
<td>$21.19</td>
<td>$45,770.40</td>
</tr>
<tr>
<td>Fiscal Year 2020-21</td>
<td>4</td>
<td>12</td>
<td>180</td>
<td>$23.02</td>
<td>$49,723.20</td>
</tr>
</tbody>
</table>
Under the City of Cudahy’s Municipal Code the City Manager can use the competitive bidding process from another city for similar services. As may be recalled on June 22, 2015 the City Council adopted Ordinance No. 649, and Ordinance No. 672 on August 14, 2017, which allows City staff to use another City’s competitive bidding process and contract award for the same services. Due to the City’s limited staffing as well as the labor intensive and time-consuming nature of preparing and facilitating an RFP process (typically between four to six months), the Council enacted this change to the City’s Municipal Code.

SECTION 3. Section 3.15.100 of Chapter 3.15 (Purchasing System) of Title 3 (Revenue and Finance) of the City Municipal Code is hereby amended in its entirety to read as follows:

Section 3.15.100 Cooperative (Piggyback) Purchases

A. Without complying with the requirements of sections 3.16.120 and 3.16.130 of this chapter, the purchasing officer may participate in a cooperative purchasing agreement for the procurement of any items or services with any federal, state, county or local government agency when that agency has made their purchases in a competitive manner. The purchasing officer may participate in a cooperative purchasing agreement when the city can obtain items or services at a purchase price lower than that which the city can obtain through its normal purchasing procedures. In those instances where it is determined that purchasing through the federal, state, county or local government agencies will result in savings to the city, the purchasing officer is authorized to make such purchases.

B. The purchasing officer may also purchase items or services directly from a vendor at a price established by competitive bidding by another federal, state, county or local government agency in substantial compliance with sections 3.16.120 and 3.16.130 of this chapter even if the city has not joined with that public agency in a cooperative purchase agreement.

Under section B of Chapter 3.15.100, City is authorized to award a contract via cooperative purchase (ie. Piggybacking) when “…the city can obtain items or services at a purchase price lower than that which the city can obtain through its normal purchasing procedures.” In this instance, the City was given a proposed rate of $22.11 per guard for Fiscal Year 2019-2020. However, the City of Tracy awarded a contract with an hourly rate of $21.19 per guard, a savings of $0.92, for Fiscal Year 2019-20. Moreover, the cooperative purchase would establish a three year agreement with secured rates for Fiscal Years 2020-21 and 2021-22.

| Fiscal Year 2021-22 | 4 | 12 | 180 | $24.89 | $53,762.40 |
Engaging in a cooperative purchase using the City of Tracy’s RFP will save the City approximately $1,987.20 for Fiscal Year 2019-20, while simultaneously staffing crossing guard services effective immediately after the approval by City Council, and maintaining a strong relationship between All City Management Services, the City of Cudahy, and all residents who benefit from this service.

Furthermore, due to the urgency of this matter, City staff recommends exercising Chapter 3.15.100 of the City’s Municipal Code to utilize the City of Tracy’s RFP, ensuring crossing guard services resume citywide in the quickest and least disruptive manner.

If the City Council approves City staff’s recommendation, the Agreement term between the City and All City Management Services would be for a total of three years. (i.e., July 1, 2019 to June 30, 2022), subject to City Attorney review and concurrence.

**CONCLUSION**

City staff recommends that the City Council approve a Professional Services Agreement (PSA) for Crossing Guard Services with All City Management Services (ACMS) utilizing the City of Tracy’s Request for Proposals (RFP) procurement process. Doing so would ensure crossing guards are provided to school sites immediately upon approval of this new City PSA.

**FINANCIAL IMPACT**

The annual estimated cost for FY 2019-20 would be $45,770.40. The City Council has already approved $49,000 for crossing guard services in the Fiscal Year 2019-20 City Budget.

**ATTACHMENT**

A. Correspondence from All City Management Services  
B. All City Management Services Proposed Rate Increase for Fiscal Year 2019-2020  
C. Agreement for All City Management Services including Exhibit  
D. City of Tracy Staff Report and Request for Proposals  
E. Ordinance No. 649  
F. Ordinance No. 672
FW: City of Cudahy-Contract and Pricing Info for School Crossing Guard Services 2019-2020 f

Andres Rangel
Thu 10/31/2019 8:26 AM
To: City Clerk <cityclerk@cityofcudahyca.gov>

1 attachments (416 KB)
Cudahy Contract Copy and pricing 2019-20.pdf;

From: Demetra Farwell <demetra@thecrossingguardcompany.com>
Sent: Monday, April 15, 2019 9:35 AM
To: Jose Pulido <jpulido@cityofcudahyca.gov>; Elizabeth Alcantar <ealcantar@cityofcudahyca.gov>; Steven Dobrenen <sdobrenen@cityofcudahyca.gov>; City Clerk <cityclerk@cityofcudahyca.gov>; Andres Rangel <arangel@cityofcudahyca.gov>; Brenda Rodriguez <brodriguez@cityofcudahyca.gov>
Subject: City of Cudahy-Contract and Pricing Info for School Crossing Guard Services 2019-2020 f
Importance: High

Hello Everyone,

It has been many years since we have received a fully executed contract back from the City of Cudahy (1987 to be exact). Unfortunately if I do not receive a fully executed contract back for the upcoming 2019-2020 fiscal year, we will not be able to commence services for the upcoming school year. With that said, I have attached a copy of the pricing information that was previously sent and a contract for the 2019-2020 fiscal year. Once the document has been fully executed, please email me a copy as soon as practical.

If you are not the person I need to contact in this regard, could you be so kind as to tell me who I should contact?

Thank you,
March 21, 2019

Richard Inglesias, Purchasing Officer
Cudahy, City of
5220 Santa Ana Street
Cudahy, CA 90201

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2019-2020 fiscal year.

With the robust economy California has enjoyed for several years and the annual increases mandated for minimum wages our ability to recruit and staff Crossing Guard positions has progressively declined. While our spend on advertising and recruitment efforts has quadrupled over the past 5 years we cannot keep pace with our turnover ratio of 30%.

Up to 40% of our new recruits that do join us often find a better paying part-time jobs within 6 weeks of starting. We are typically faced with the dilemma of other part-time job opportunities offering the same minimum wage rate without the task of going back and forth to work 2 times a day. Couple that with the inherent risks of accident and injury a Crossing Guard takes everyday and it clearly becomes the less desirable choice.

This year we are in crisis mode in many if not most of the cities we serve in California. The number of "No Guard" sites we are experiencing this year is alarming and unacceptable for me and all of our stakeholders. With this in mind we must appeal for a fairly significant increase in our pricing this year. The rate we are proposing for the 2019-2020 year is $22.11 per hour. Our price increase request is based on all the factors previously stated and our conclusion that we must offer Crossing Guard wages above the minimum wage rate to effectively recruit and retain a viable workforce.

To facilitate the calculation of the annual cost of your Crossing Guard program we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program as it exists currently.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable as we work through this crisis. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Demetra Farwell, Corporate Secretary

"Keeping Children Safe"
All City Management Services Inc.

Client Worksheet 2019 - 2020

Department: 501
Billing Rate for 2019/2020: $22.11

City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

KEY:
Traditional Calendar:
For sites with no regularly scheduled early release days, use 180 regular days
For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

<table>
<thead>
<tr>
<th>12</th>
<th>180</th>
<th>$22.11</th>
<th>=</th>
<th>$47,757.60</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>sites at 3.0 hrs per day</td>
<td>Total Hrs/day</td>
<td>X days/yr</td>
<td>X Hourly Billing Rate</td>
</tr>
</tbody>
</table>

TOTAL PROJECTED HOURS 2160
TOTAL ANNUAL PROJECTED COST $47,757.60
AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated ______________, 2019 and is between the CITY OF CUDAHY (hereinafter called the "City" and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2019 and ends on June 30, 2020 and for such term thereafter as the parties may agree upon.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.

3. The City’s representative in dealing with the Contractor shall be designated by City.

4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under the City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.

10. The Contractor shall at all times provide workers’ compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City’s insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.

11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.

   a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney’s fees incurred in connection herewith.

   b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.

   c) In the event the City its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney’s fees.

   d) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of the City, liability will be apportioned between Contractor and the City based upon the parties’ respective
degrees of culpability, as determined by the court, and Contractor’s duty to indemnify the City will be limited accordingly.

e) Notwithstanding anything to the contrary contained herein, Contractor’s indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor’s general liability and umbrella insurance policies in the amount of $9,000,000 (Nine Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-Two Dollars and Eleven Cents ($22.11) per hour, per Crossing Guard during the term. The cost of providing 2,160 hours of service shall not exceed $47,758.00.

15. Payment is due within thirty (30) days of receipt of Contractor’s properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor’s employees would be subject. Contractor shall provide the City with 60 days-notice of its request to increase pricing. The City agrees to review and respond to said notice within 30 days of receipt.

17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

City of Cudahy

By__________________________
Signature

__________________________
Print Name and Title

Date________________________

All City Management Services, Inc.

By__________________________
Signature

D. Parwell, Corporate Secretary

Date___April 15, 2019
THIS 2019 PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 5th day of November, 2019 (hereinafter, the “Effective Date”), by and between the CITY OF CUDAHY, a municipal corporation (“City”) and All City Management Services Inc., (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: School Pedestrian Crossing Guard Services; 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 HEREBY CONTAINED, CITY AND CONSULTANT AGREE AS FOLLOWS:

**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" (hereinafter referred to as 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." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written 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 commence on Effective Date, July 1, 2019 through June 30, 2022 (the "Completion Date"), subject to City Attorney and concurrence;

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 sub-consultants, 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:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is included in Exhibit A as follows: Bill Rate Year 2019-20: $21.19, Bill Rate Year 2020-21: $23.02 Bill Rate Year 2021-22: $24.89, hereinafter, the "Approved Rate Schedule". The service will be conducted in four sites at three (3) hours per day for a total of one hundred and eighty eight days (180) per year.

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of ONE HUNDRED FOURTY NINE THOUSAND TWO HUNDRED FIFTY SIX DOLLARS ($149,256) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work, as further described in Exhibit A.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed. 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.

1.5 ACCOUNTING RECORDS: Consultant shall maintain complete and accurate records with respect to all time and expenses 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.

1.6 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.

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 Baron Farwell 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 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 in accordance with Generally Accepted Government Auditing Standards;

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, Audit Services Planning Calendar which is under “Schedule” section of Exhibit A.

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.

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). 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 Worker’s 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. 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. 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 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.
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 **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. 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.

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**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, expense, 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 CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the 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.

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

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

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of CITY's choice.
4.6 CITY does not, and shall not; waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

TERMINATION

5.1 TERMINATION WITHOUT CAUSE: City may, by giving thirty (30) days written notice to Consultant, terminate this Agreement for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify 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 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.

### 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, 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.

The working papers for this engagement are the property of Consultant. However, City acknowledges and grants its assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs and the U.S. General Accounting Office shall have access to the audit working papers upon their request; and that Consultant shall maintain the working papers for a period of at least seven (7) years after the date of the report, or for a longer period if Consultant is requested to do so by the cognizant or oversight agency. Access to requested work papers will be provided under the supervision of Consultant’s audit personnel and at a location designated by Consultant. Consultant will provide adequate advance notification to the City of any circumstance that require access to these work papers by any third party.
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:
All City Management Services Inc.,
Attn: Baron Farwell, President
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
Phone: (800) 540-9290

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

6.4 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.

6.5 SUBCONTRACTING: Consultant may from time to time, and depending on the circumstances, use third-party service providers (including persons or entities outside the United States) in serving City account. Consultant may share confidential information about City with these service providers, but remain committed to maintaining the confidentiality and security of City information. Accordingly, Consultant shall maintain internal policies, procedures, and safeguards to protect the confidentiality of City personal information. In addition, Consultant shall secure confidentiality agreements with all service providers to maintain the confidentiality of City information and Consultant will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of City confidential information to others. In the event that Consultant is unable to secure an appropriate confidentiality
agreement, City will be asked to provide consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, Consultant will remain responsible for the work provided by any such third-party service providers.

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 **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.

6.10 **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.

6.11 **ATTORNEYS’ 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.

6.12 **SUCCESSIONS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
6.13 **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.

6.14 **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.

6.15 **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.

6.16 **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.

6.17 **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.

6.18 **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.

6.19 **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.

6.20 **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 two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City’s behalf. 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]
IN WITNESS WHEREOF, 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

By: ____________________________
   Jose E. Pulido, City Manager

CONSULTANT:
All City Management Services, LLC

By: ____________________________
   Name:__________________________
   Title:__________________________

APPROVED AS TO FORM:

________________________________
City Attorney
Scope of Services

1. Provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be referred to as a Crossing Guard.

2. The City has determined the locations where the Crossing Guards shall be furnished by the Contractor as follows:

<table>
<thead>
<tr>
<th>Site #</th>
<th>Intersection</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Live Oak/Atlantic Blvd. (NW)</td>
</tr>
<tr>
<td>2</td>
<td>Clara St./Otis (SE)</td>
</tr>
<tr>
<td>3</td>
<td>Elizabeth St./E. of Atlantic Ave IFOS (SX)</td>
</tr>
<tr>
<td>4</td>
<td>Clara St./E. of Atlantic Ave. IBOS (SX)</td>
</tr>
</tbody>
</table>

The Contractor shall provide at each designated location personnel properly trained for performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of the Agreement.

3. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

4. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

5. Crossing Guard Services shall be provided by the Contractor at such locations and such hours on all days on which the Los Angeles unified Schools, City of Cudahy are in session. The typical time at each of the 4 sites is 3 hours per day for 180 days of the school year. Accordingly, up to 2,160 hours per school year is to be provided. (4 Sites X 3 Hours X 180 Days).

6. The Contractor will maintain communication with the schools adjacent to the school crosswalks to maintain proper scheduling.

7. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
AGENDA ITEM 1.B

REQUEST

AWARD A PROFESSIONAL SERVICES AGREEMENT TO ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL PEDESTRIAN CROSSING GUARD SERVICES FROM JULY 1, 2019 TO JUNE 30, 2022 IN AN AMOUNT NOT TO EXCEED $1,007,478.

EXECUTIVE SUMMARY

This agreement will provide School Pedestrian Crossing Guard Services to 27 sites within Tracy Unified School District and Jefferson School District.

DISCUSSION

In the 2019-20 fiscal year, $250,548 has been allocated for School Pedestrian Crossing Guard Services in the Police Department Budget for Contracted Services.

The City has contracted with All City Management Services to provide Crossing Guard Services since 1995. The contract with All City Management Services was renewed and amended in 2005, 2008, 2014, and 2018. The Tracy Police Department has negotiated a three year contract with All City Management Services to provide crossing guard services from July 1, 2019 to June 30, 2022.

On April 17, 2019, the Tracy Police Department published a Request for Proposals on the City of Tracy website. In addition, the two agencies providing crossing guard services to the Tracy Area, All City Management Services and American Guard Services, were contacted and notified of the published Request for Proposals.

On May 1, 2019, proposals from the following contractors were received and opened:

- All City Management Services
- American Guard Services

All City Management Services was found to be the most responsive to the City's needs. Their service has consistently met the standards set by the City and their fees have incrementally increased to keep pace with California minimum wage increases.

All City Management Services will provide crossing guard services to 27 sites within the Jefferson Unified School District and Tracy Unified School District, 3.0 hours daily, for 180 school days annually, for a total of 14,580 hours annually. All City Management Services will provide all recruitment, background clearance, hiring, training, equipment, payroll, supervision, and management of the crossing guard program. The program is $308,950 in the first year, $335,632 for second year, and $362,896 for the third year of the contract. The City's obligation for the overall cost is a 50% shared cost with school districts.
FISCAL IMPACT

School Pedestrian Crossing Guard Services is a contracted service funded in each fiscal year budget. The fiscal year budget provides funding for this service. The City contribution, which combined with the 50% shared costs from The Tracy Unified School District and the Jefferson School District, is sufficient to support the proposed contract cost of $308,950 for 2019-20 and proposed increases over the three year contract term, not to exceed $1,007,478.

STRATEGIC PLAN

This agenda item relates to the Council’s Strategic Plan in the area of Safety and the Mayor’s Five-Point Plan in working with Public Safety to enhance our community safety.

RECOMMENDATION

Staff recommends that the City Council award, by resolution, a professional services agreement to All City Management Services, Inc. for school pedestrian crossing guard services from July 1, 2019 to June 30, 2022 from Contracted Services Account #101-5278.

Prepared by: Beth Lyons, Support Operations Manager

Reviewed by: Alex Neicu, Interim Chief of Police
            Karin Schnaider, Finance Director

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A: Professional Services Agreement with All City Management Services, Inc.
City of Tracy

PROFESSIONAL SERVICES AGREEMENT
SCHOOL PEDESTRIAN CROSSING GUARD SERVICES

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and All City Management Services, Inc., a California corporation, (Consultant).

Recitals

A. On May 1, 2019, the City obtained formal requests for proposals from two prospective Consultants to provide School Pedestrian Crossing Guard Services for the City of Tracy. All City Management Services submitted its proposal to perform the services described by this Agreement.

B. After negotiations between City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

C. On June 4, 2019, the City Council authorized the execution of this Agreement, pursuant to Resolution No. 2019-______.

Now therefore, the parties mutually agree as follows:

1. **Scope of Services.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by or under the direct supervision of Consultant. Consultant shall not use any subcontractors or sub consultants, without City's prior written consent.

2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

3. **Compensation.**
   3.1 **General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "A," attached and incorporated by reference. Consultant's fee for this Agreement is Not to Exceed $1,007,478. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval. The term of this Agreement shall be from July 1, 2019 through June 30, 2022.

   3.2 **Invoices.** Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

Rev. November 2017
3.3 Payment. Within 30 days after the City’s receipt of invoice, City shall make payment to the Consultant based upon the services described on the invoice and approved by the City.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant’s performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, “City” means the City, its officials, officers, agents, employees and volunteers; “Consultant” means the Consultant, its employees, agents and subcontractors; “Claims” includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and “Arising out of” includes “pertaining to” and “relating to”.

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance.

5.1 General. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.

5.2 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than $2,000,000 general aggregate and $1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.3 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.4 Workers’ Compensation coverage shall be maintained as required by the State of California.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability with the following provisions:

5.6.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”

5.6.2 For any claims related to this Agreement, Consultant’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
5.8 **Insurance Certificate.** Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 **Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.

5.10 **Consultant’s Obligation.** Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status; Conflicts of Interest.** Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City’s employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

Consultant (including its employees, agents, and sub consultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant’s conflicting interest.

7. **Termination.** The City may terminate this Agreement by giving ten days written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

8. **Ownership of Work.** All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant’s services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City’s prior written consent.

9. **Miscellaneous.**

9.1 **Notices.** All notices, invoices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

**To City:**

Police Support Operations Manager  
Tracy Police Department  
1000 Civic Center Drive  
Tracy, CA 95376

**With a copy to:**

City Attorney  
333 Civic Center Plaza  
Tracy, CA 95376

**To Consultant:**

All City Management Services, Inc.  
Director of Operations  
10440 Pioneer Boulevard, Suite 5  
Santa Fe Springs, CA 90670

Page 3 of 5
Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

9.2 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

9.3 Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

9.4 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

9.5 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

9.6 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

9.7 Compliance with the Law. Consultant shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

9.8 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. City may void this Agreement if Contractor is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract. City may take steps to have this Agreement declared voidable.

9.9 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

9.10 Entire Agreement; Severability. This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
10. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The parties agree to the full performance of the terms set forth here.

**City of Tracy**

By: Robert Rickman  
Title: Mayor  
Date: 

**Consultant**  
All City Management Services, Inc.

By: Demetra Farwell  
Title: Director, Admin Services  
Date: 5/7/19  

Federal Employer Tax ID No. 95-3971517

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Thomas T. Watson, City Attorney

Exhibits:

A Scope of Services/Compensation
ALL CITY MANAGEMENT SERVICES

"The Crossing Guard Company"

A Proposal for
City of Tracy
Crossing Guard Services

May 1, 2019

Presented by

10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA 90670
EMERGENCY DISPATCH: 877.363.2267
www.thecrossingguardcompany.com
April 25, 2019

City of Tracy Police Department
Attn: Beth Lyons, Support Operations Manager
1000 Civic Center Drive, Tracy, CA 95376

Dear Ms. Lyons:

On behalf of All City Management Services, Inc. (ACMS), I would like to express our sincere appreciation for the opportunity to have served the City of Tracy Crossing Guard Program for the over 21 years.

We have received the Request for Proposals Crossing Guard Services. I have reviewed the Scope of Services contained therein and agree to the terms and conditions set forth. The terms of our response shall be valid for a period of 90 days.

Our goal is simple; to continue to provide the City of Tracy with a model crossing guard program that relieves the Police Department of the day to day responsibilities of managing a Crossing Guard program. As your service provider, we have assumed complete responsibility for the day to day operations of the Crossing Guard program. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision and management of the program.

We understand the unique and demanding scheduling requirements of the program. We will maintain local supervision and management to ensure the needs of the Tracy community are met. We provide alternate guards, a paging system and a 24 hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We will continue to communicate with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well development of benchmark training. This includes our "Employee Handbook for School Crossing Guards" which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all Crossing Guards.

We are certainly excited and hopeful about continuing to provide Crossing Guard services for the City of Tracy. If you have any questions, please feel free to contact me at 800 540-9290.

[Signature]
Harlan Sims, Director of Marketing
harlan@thecrossingguardcompany.com

10440 Pioneer Blvd. Ste 5 • Santa Fe Springs, Ca 90670 • 310-202-8284 • 800-540-9290 • FAX 310-202-8325
ALL CITY MANAGEMENT SERVICES

COMPANY PROFILE

All City Management Services, Inc. (ACMS), is a California based Corporation founded in 1985. We are the largest provider of School Crossing Guard services, managing both large and small Crossing Guard Programs. We currently employ over 6,000 School Crossing Guards dedicated to safety, serving cities, towns, communities, schools and school districts nationwide. We employ over 2,750 Crossing Guards in California alone.

Our headquarters is in Santa Fe Springs, CA. We maintain satellite offices in Las Vegas, NV, Dallas TX and Greenacres, FL.

One defining issue that distinguishes ACMS is that we are the only company that exclusively provides School Crossing Guard Services. It is our commitment to limiting the scope and focus of the company to School Safety that has helped us emerge as “The Crossing Guard Company”. We have successfully privatized the Crossing Guard programs for over 250 agencies. Ultimately our clients become the beneficiaries of our single-minded approach toward this industry.

The heart of our business is in assuming responsibility for the task and challenges of conducting a successful Crossing Guard Program. Toward that end, in our typical contractual arrangement we assume responsibility for; recruitment, local hiring, background clearance compliant with Department of Justice standards, initial and ongoing training, payroll and administrative support functions, coordination of assigning qualified substitutes during absences, local supervision, complaint investigation and resolution, communicating with schools and site safety inspections.

One of the benefits we bring to any agency is our expertise in overseeing a seamless transition from public to private management or private service to ACMS management of the program. The continuity of the Crossing Guards’ employment is a key component of a seamless transition. We value the experiences and understanding of the Crossing Guards currently working in each program we manage. Much of our success with individual programs is a result of the experience and knowledge these Crossing Guards bring to our management.

With over 30 years of experience, ACMS leads the Crossing Guard Industry in the development of Crossing Guard standards for training, supervision and safety.

Each program we have taken on has brought a unique set of issues and challenges. The heart of our success has been our ability to articulate these challenges and experiences into our training, policies and procedures to benefit all Crossing Guards in all the cities, towns and communities we service.
Statement of Qualifications

All City Management Services, Inc. (ACMS)  Serving over 275 cities, counties and school districts, we have successfully privatized both large and small Crossing Guard programs. ACMS currently employs over 6,000 Crossing Guards who are supported by locally assigned Area Supervisors. We have experience managing small programs, mid-size programs and large programs in excess of 100 crossing guards.

While the size of our Company reflects our broad-based knowledge and success in the industry, we understand that each agency, school district and community we serve comes with their own set of specific requirements and challenges. Our understanding of the unique challenges presented by the Tracy program; guard scheduling, geography, school locations and demographics, makes us well qualified to continue to meet the unique demands of this program including summer school requirements.

Our ability to continue service to the Tracy Crossing Guard program is supported by our current success with your program and in similar programs throughout the State of California and elsewhere. Examples of the many mid size Northern and Southern California clients we serve include the cities of Fremont, Pleasanton, Dublin, Livermore, San Leandro, Marin County, Santa Rosa, Lafayette, Piedmont, Fontana School Police, Covina, Santa Ana, the County of Los Angeles and numerous other municipalities. We have significant experience managing many similar size programs to the Tracy Crossing Guard Program.

We are very proud ACMS performance standards and training procedures were integrated into the model for the California Safe Routes to School Crossing Guard Training Guidelines.

Another defining component that distinguishes ACMS as the industry leader is our focus on exclusively providing School Safety Services. This singular area of service enables all of our resources to be devoted to the development and delivery of programs that provide exceptionally high safety standards and client satisfaction.
Approach and Management Plan

ACMS employs a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. The Director of Operations and Region Operations Manager work together (with continued input from the City of Tracy PD) to establish specific program objectives and expectations. These Senior Managers then work directly with your Area Field Supervisor to implement the management plan.

The Regional Manager along with your local Area Supervisor has responsibility for the direct management of the Crossing Guards and together they will continue to ensure City of Tracy operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

Our project schedule is simply a continuation of the program we have had in place for years with new school year start up to include hiring needs meet, training delivery and scheduling, observation and monitoring, ongoing communication with the schools, guard counseling and reporting to the City.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor and Regional Manager. In addition to verbal training and counseling, these managers are supported by the use Field Training Check Lists, Field Training Cards, Site Performance Evaluations, independent Field Observations and a professionally produced Crossing Guard Safety DVD. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the Tracy PD representative. ACMS has developed performance standards and training procedures that have been solicited by California Safe Routes to School personnel.

Criminal Background checks will be completed on all potential employees as allowed by California state law. Successful completion of the background check, drug and alcohol screening and Social Security verification via E-Verify is required prior to the employee being hired.

ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our Employee Manual.

Internal minimum passing standards along with City of Tracy established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any felony, a crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of California Penal Code or which requires registration under California Penal Code
• Conduct which requires registration under California Health and Safety Code;
• Any offense involving the use of force or violence upon another person;
• Any offense involving theft, fraud, dishonesty or deceit;
• Any offense involving the manufacture, sales, possession or use of a controlled substance
• Conspiracy or attempt to comment any of the aforementioned offenses.

Summary reports of background clearance on employees within the Tracy Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported to the Police Department within two (2) hours. ACMS shall furnish a written report within five (5) work days after the date of the incident.

Communications with individual school sites is facilitated by the Area Supervisor. Personal visits are made regularly (minimum quarterly) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.
City of Tracy

Director of Operations
John Dotson
310 770 1956

Regional Manager/Project Manager
Alan Stone
415 844 0223

Area Field Supervisor
Lydia Navarro
209 635 1488

Crossing Guards / Alternates
Recruitment and Staffing

ACMS Managers will continue to assess City of Tracy staffing needs on an ongoing basis. We would then focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for recruitment of new Crossing Guards. As a part of our Staffing strategy we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards.

- We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.

- Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of insuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by failing to call or show for duty.

Supervisor Teams – Tracy continues to benefit from the numerous neighboring programs we operate and manage. Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other. This has resulted in alternates guards getting more hours as they are "shared" with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.
Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 33 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the ACMS *Employee Handbook for School Crossing Guards*. Additionally the guards are shown the professionally produced training DVD, “Crossing Guard Safety”. The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employee’s progress is closely noted on the detailed steps outlined on the the Field Training Check List to ensure the employees’ field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory and kinesthetic learner. While the classroom setting is expected to require approximately two-three (2-3) hours and the field training approximately four (4) hours, it’s important to note that the low ratio of students to trainer allows for accurate assessments of the employees readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing of a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the Site Performance Evaluation). Additionally, all new employees are required to carry and regularly refer to the Field Training Cards. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, Crossing Guards receive refresher training. Employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18” STOP/STOP paddle
- Picture Identification Card with emergency contact information
• Company-issued cap or visor with corporate logo
• Whistle for emergency alert to vehicles and pedestrians
• High-visibility ANSI II compliant rain coat and/or jacket
Proposed Hourly Rate

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the City of Tracy, CA Crossing Guard Program.

**Proposed Hourly Rate:** Twenty-one dollars and Nineteen cents ($21.19) per hour, per guard. This pricing is based upon 27 Crossing Guards compensated an average of 3.0 hours, per day for 180 school days annually at a wage rate of $13.50 per hour. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 14,580 hours annually we project a **Not to Exceed price of $308,950** for school year 2019-20.

Please note due to CA Min Wage schedule; Crossing Guard and Supervisor wages will increase by $1.00 each year.

Bill Rate Year 2020-21: **$23.02**  
Bill Rate Year 2021-22: **$24.89**

Not to Exceed: **$335,632**  
Not to Exceed: **$362,896**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. Tracy PD would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

**ACMS Contact Information**

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670  
Phone numbers: 310.202.8284 or 800.540.9290  
Fax number: 310.202.8325  
Website address: www.thecrossingguardcompany.com  
24 Hour Emergency Dispatch: 877.363.2267

General Manager: Baron Farwell: baron@thecrossingguardcompany.com  
Director of Field Operations: John Dotson: john@thecrossingguardcompany.com  
Director of Marketing: Harlan Sims: harlan@thecrossingguardcompany.com

This pricing is valid for a period of 90 days.

10440 Pioneer Blvd. Ste 5 • Santa Fe Springs, Ca 90670 • 800-540-9290 • FAX 310-202-8325
Northern California References

City of Alameda, CA
1555 Oak Street
Alameda, CA 94501
510 337 8498
Anthony Munoz, Lieutenant

County of Alameda, CA
399 Elmhurst Street
Hayward, CA 94544
510 670 5461
Keith Whitaker, Chief Financial Officer

Antioch School District, CA
510 G Street
Antioch, CA 94509
925 779 7500 Ext. 32000
Tom Forrester, Associate Superintendent

Brentwood Unified School District, CA
255 Guthrie Lane
Brentwood, CA 94513
925 513 6349
Gayle Crockett, Administrator

City of Burlingame PD, CA
1111 Trousdale Drive
Burlingame, CA 94010
650 558 7222
Carol T. Augustine, Finance Director

City of Fremont, CA
2000 Stephenson Blvd.
Fremont, CA 94537
510 790 6873
Mark Dant, Lieutenant

City of Cupertino, CA
10555 Mary Avenue
Cupertino, CA 95014
408 777 3350
Roger S. Lee, Assistant Director Public Works

Lafayette School District, CA
3477 School Street
Lafayette, CA 94549
925 927 3501
Rachel Zinn, Superintendent

City of Livermore, CA
1110 South Livermore Avenue
Livermore, CA 94550
925 371 4854
Mike Peretti, Administrator

City of Los Altos PD, CA
One North San Antonio Road
Los Altos, CA 94022
650 947 2770
Scott Seaman, Chief of Police

Pittsburg Unified School District, CA
2000 Railroad Avenue
Pittsburg, CA 94565
925 473 2331
Noel Gonzalez, Administrator

City of Redwood City PD, CA
1301 Maple Street
Redwood City, CA 94063
650 780 7654
Ashley Osborne, Lieutenant

City of Pleasanton PD, CA
4833 Bernal Avenue
Pleasanton, CA 94566
925 931 5100
Joe Leonardo, Traffic Unit Supervisor

City of Palo Alto, CA
10555 Mary Avenue
Palo Alto, CA 94301
650 329 2637
Con Maloney, Lieutenant

With over 250 nationwide clients, we would be happy to supply additional references if needed.
In addition to our numerous current clients; ACMS believes the best reference for our service is when a client agency returns to ACMS after trying the service of another contractor that does not specialize in Crossing Guard services.

The following pages are from a staff report from the City of Fremont. The City of Fremont was a client that contracted with the low-price security guard company following a number of years with ACMS.

The staff report highlights the issues they experienced with their service and the City’s justification for returning to All City Management Services; “The Crossing Guard Company”.

We cannot think of a stronger recommendation than a City that has returned to ACMS after poor service from another contractor.

Additionally, we have recently contracted with the City of Palo Alto and Twin Rivers USD both of which had utilized this same low-price security guard company. If the City of Tracy were to consider this low-cost provider, we would strongly suggest contacting the following individuals to discuss their experience and rationale for contracting for service with ACMS.

City of Palo Alto PD
Lt. Con Maloney
650 329 2637

Twin Rivers USD
Greg Rush, Director Business Services
916 566 1646
Fremont City Council  
3300 Capitol Avenue  
Fremont, CA 94538  
SCHEDULED  

STAFF REPORT (ID # 3102)  

SCHOOL CROSSING GUARD SERVICES - Authorize the City Manager, or His Designee, to Execute an Agreement with All City Management Services, Inc. for School Crossing Guard Services in an Amount Not-to-Exceed $771,000 over three years.

Contact Persons:

Name: Mark Dang  
Title: Police Sergeant  
Div/Dept: Police Department  
Phone: 510-790-6761  
E-Mail: mdang@fremont.gov

Name: Deirdre Rockefeller-Ramsey  
Title: Business Manager  
Div/Dept: Police Department  
Phone: 510-790-6991  
E-Mail: dramsey@fremont.gov

Executive Summary: The purpose of this report is to recommend that the Council enter into a one year contract with All City Management Services, Inc. for adult crossing guard services, with options for two additional one year extensions.

BACKGROUND: The City of Fremont’s Adult Crossing Guard Program was outsourced to All City Management Services ("ACMS") in 2001 in order to reduce the amount of police staff time required to manage and supervise the crossing guard program. From 2001 to June 2014, ACMS provided services for the community by safely crossing school-aged children walking to and from specified elementary schools. Services provided by ACMS included the recruiting and hiring of crossing guards, training, processing payroll, providing crossing guard coverage, daily supervision of the crossing guards, and overall management of the program. The Police Department oversaw ACMS’s activities to ensure that the program ran smoothly.

In 2014, the City went out to bid for crossing guard services for the 2014/2015 school year and the award went to the lowest bidder, American Guard Services (AGS). The Service Agreement provided for a one year term, with two optional one year extensions. The City has had several issues with AGS’ services during the three years, most particularly in the last school year. Staffing during the first few months of the 2014/2015 school year had periodic unexpected vacancies, which were resolved by the second half of the school year. AGS overbilled the City during the months of August and September 2014. The City discovered the billing error, which was refunded by AGS. AGS’ service was adequate during the 2015/2016 school year.

During the 2016/2017 school year, crossing guard positions near Cabrillo Elementary School, Forest Park Elementary School and Leitch Elementary School became vacant. On April 3, 2017, a school aged pedestrian was hit by a vehicle and suffered a severe injury at the vacant crossing near Cabrillo Elementary School. The crossing guard position at this location near Cabrillo Elementary School was restored after the collision. AGS was never able to again staff the locations near Forest Park Elementary School and Leitch Elementary School during the 2016/2017 school year. In addition, the City discovered another billing error in AGS’ invoices in the spring of 2017, dating back to the beginning of the 2016/2017 school year. AGS had under-billed the City as a result or a discrepancy between actual hours
worked by guards as reported by the field supervisor and hours reported to the City by AGS office staff.

DISCUSSION/ANALYSIS:

2017 Traffic Survey
In the second quarter of 2017, staff conducted traffic surveys at known school pedestrian crossings in the City of Fremont to provide a one hour peak vehicle, bicycle, and pedestrian movement counts. The survey was completed in June 2017 and the counts were analyzed by staff to determine which intersections needed crossing guards. Pursuant to the criteria of the California 2014 Manual on Uniform Traffic Control Devices (MUTCD), three additional intersections require crossing guards, increasing the total number of crossing guard staffed locations from 19 to 22.

Request for Proposal
In May 2017, a Request for Proposal was issued for adult crossing guard services (RFP#18-005), requesting a consultant to recruit, select, and employ crossing guards, provide program management, and provide field supervision. Three vendors responded with proposals to provide the required services: American Guard Services, All City Management Services, and BRM Investments.

American Guard Services listed three California municipalities where they currently perform crossing guard services. Two of the three references for American Guard Services responded to an inquiry. One municipality reported adequate service with the exception of a history of billing errors. The second municipality reported consistent billing errors, unanticipated vacancies, and substandard crossing guard performance. The administrator for the latter municipality spent the majority of their staff time managing the crossing guard operations due to difficulties with AGS performance issues.

All Cities Management Services listed six California municipalities where they are currently performing crossing guard services. Three references responded to inquiries and reported good service, reliability, and responsive oversight of their programs. Staff contacted four additional municipalities that currently contract with ACMS, all reported satisfaction with ACMS and recommended their services.

BRM Investments listed four references for which BRM provided vehicle towing, impound, storage, emergency service; and one reference for which BRM provided logistical and transport management and services. BRM did not list any references for providing crossing guard services. Staff contacted BRM and confirmed that company has no experience with providing crossing guard services. As a result, staff did not conduct any further research of BRM.

After careful consideration, staff concluded that All City Management Services, Inc. is the preferred vendor. The City has previous history of good service from ACMS, the company has the highest qualifications for crossing guard services, and references provided feedback of satisfactory service. The City has experience poor staffing and billing inaccuracy with AGS in the recent school year. AGS also received poor feedback in billing and crossing guard performance from references. BRM Investments has no experience of providing crossing guard services, and their bid came in at the highest amount.

Updated: 7/5/2017 2:41 PM by David Persselin
Hourly rates and first year annual costs were submitted by the potential vendors in response to an initial request for 19 crossing guard posts. Following receipt of the bids, results of a survey of school crossings identified three (3) additional locations that warranted a crossing guard, increasing the total number of post from 19 to 22. Vendors were asked to resubmit first year annual costs with staffing for 22 posts. ACMS responded to the request with a lower hourly rate based on 22 posts. AGS and BRM Investments did not provide revised costs for 22 posts.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Hourly Rate</th>
<th>Annual Cost – 19 Posts</th>
<th>Annual Cost – 22 Posts</th>
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<tbody>
<tr>
<td>American Guard Services</td>
<td>$16.39</td>
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<td>All City Management</td>
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</tbody>
</table>

**FISCAL IMPACT:** The annual costs for crossing guard services at 22 locations in the City is $246,273 (11,880 hours X $20.73). The total number of hours is based on staffing a guard at 22 locations, on 180 school days, at 3 hours per location per day. The first year cost of the contract was included in the FY 2017/18 Police Department adopted operating budget. However, the FUSD Superintendent is recommending to the School Board that FUSD and the City equally share the budget increase due to the additional cost of the approved vendor and the cost of adding three posts. Funding from FUSD is pending School Board approval. Staff recommends the City accept funding from FUSD if approved by the School Board. The cost of the second and third year optional extensions will be included in the Police Department operating budget.

**ENVIRONMENTAL REVIEW:** The proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3) in that it is not a project which has the potential for causing a significant effect on the environment.

**ATTACHMENTS:** None.

**RECOMMENDATION:** Authorize the City Manager, or his designee, to execute a contract with All City Management Services, Inc. for adult crossing guard services in an amount not to exceed $246,400 for the 2017/2018 school year, $255,900 for the 2018/2019 school year and $268,700 for the 2019/2020 school year and to accept any funding provided by FUSD.
Over thirty years of experience in providing communities with
PROFESSIONAL SCHOOL CROSSING GUARD SERVICES

ALL CITY MANAGEMENT SERVICES
RESOLUTION 2019-

AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL PEDESTRIAN CROSSING GUARD SERVICES FROM JULY 1, 2019 TO JUNE 30, 2022 IN AN AMOUNT NOT TO EXCEED $1,007,478.

WHEREAS, The City contracts with outside vendors to provide school pedestrian crossing guard services for 27 school crossing sites located within Jefferson Unified School District and Tracy Unified School District, and

WHEREAS, The contract was advertised in a Request for Proposals on April 17, 2019, and

WHEREAS, The Tracy Police Department determined All City Management Services possesses the competence and professional qualifications necessary for the satisfactory performance of the required services, and

WHEREAS, The School Pedestrian Crossing Guard Services is a contracted service funded in each fiscal year budget and the contract is $308,950 for the first year, $335,632 for the second year, $362,896 for the third year;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby awards a professional services agreement to All City Management Services, Inc. for school pedestrian crossing guard services from July 1, 2019 through June 30, 2022, in an amount not to exceed $1,007,478.

* * * * * * * * * *

The foregoing Resolution ______ was passed and adopted by the Tracy City Council on the 4th day of June, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk
ORDINANCE NO. 649

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

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

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

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

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

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

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

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

Chapter 3.16
PURCHASING SYSTEM

3.16.010 Adoption of Purchasing System

In order to establish efficient procedures for the purchase of supplies, services and equipment, to secure for the city supplies, services and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases, a purchasing system is hereby adopted. All purchases or services or supplies for "public projects" as defined in section 20161 of the Public Contract Code (or any successor to that section) shall be made in accordance with the Public Contract Code and with sections 3.16.180 and 3.16.220 below, as applicable, of this chapter. All other purchases of supplies, services and equipment shall be made in accordance with this chapter.
3.16.020 Local purchasing system.

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

3.16.030 Purchasing Officer

The city manager, or his designated deputy, shall serve as the purchasing officer.

The purchasing officer shall have authority to:

A. Purchase or contract for supplies, service and equipment required by any using department in accordance with purchasing procedures prescribed by this chapter, such administrative regulations as the purchasing officer shall adopt for the internal management and operation of the purchasing department and such other rules and regulations as shall be prescribed by the city council;

B. Negotiate and recommend execution of contracts for the purchase of supplies, services and equipment;

C. Act to procure for the city the needed quality in supplies, services and equipment at least expense to the city;

D. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases;

E. Prepare and recommend to the city council rules governing the purchase of supplies, services and equipment for the city;

F. Prepare and recommend to the city council revisions and amendments to the purchasing rules;

G. Keep informed of current developments in the field of purchasing, prices, market conditions and new products;

H. Prescribe and maintain such forms as reasonably necessary to the operation of this chapter and other rules and regulations;

I. Supervise the inspection of all supplies, services and equipment purchased to ensure conformance with specifications;

J. Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any department or which have become unsuitable city use; and

K. Maintain a bidder's list, vendor's catalog file and records needed for the efficient operation of the purchasing department.
3.16.040 Estimates of Requirements

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

3.16.050 Encumbrance of Funds

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

3.16.060 Requisitions

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

3.16.070 Purchase Orders

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

3.16.080 Change Orders

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

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

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

D. If a proposed contract modification, change order or request for extra work exceeds the limitations set upon the city manager by this section or resolution and delay in obtaining city council approval is reasonably determined to subject the city to liability for damages incurred by a contractor, or to jeopardize the public health, welfare, or safety, or to otherwise result in potential detriment to the city, then the purchasing officer shall have authority to exceed the dollar amounts specified in the purchasing policy/municipal code. All contract modifications shall be subject to approval as to form by the city attorney.
E. Change orders shall not be issued unless:

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

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

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

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

3.16.090 [Reserved]

3.16.100 Cooperative Purchasing Agreements

A. Without complying with the requirements of sections 3.16.120 and 3.16.130 of this chapter, the purchasing officer may participate in a cooperative purchasing agreement for the procurement of any supplies or equipment with any federal, state, county or local government agency when that agency has made their purchases in a competitive manner. The purchasing officer may participate in a cooperative purchasing agreement when the city can obtain supplies or equipment at a purchase price lower than that which the city can obtain through its normal purchasing procedures. In those instances where it is determined that purchasing through the federal, state, county or local government agencies will result in savings to the city, the purchasing officer is authorized to make such purchases.

B. The purchasing officer may also buy directly from a vendor at a price established by competitive bidding by another federal, state, county or local government agency in substantial compliance with sections 3.16.120 and 3.16.130 of this chapter even if the city has not joined with that public agency in a cooperative purchase agreement.

3.16.110 Open Market Procedure

A. Less than $5,000. Purchases of supplies, equipment, or services and sales of personal property of an estimated value in an amount less than five thousand dollars ($5,000.00) may be made by, or at the direction of, the purchasing officer in the open market without observing the procedures prescribed below in subsection B of this section or prescribed in section 3.16.130 of this chapter.

B. $5,000 to $25,000. Purchases of supplies, equipment, or services and sales of personal property of an estimated value in an amount greater than $5,000 but less than $25,000 may be made by the purchasing officer in the open market without
observing the procedure prescribed in section 3.16.130 of this chapter. Purchase
requisitions or purchase orders shall, whenever possible, be based on at least three (3)
informal quotes and shall be awarded to the lowest responsible bidder. Purchases
made pursuant to this subsection B shall be authorized and signed for by the city
manager or in the city manager's absence the designee, provided purchases of items
authorized by the city manager or the designee are included as part of an approved and
adopted budget for the city. The limitation affecting the authority of the designee shall
not include that person designated as an acting city manager in the city manager's
absence or unavailability.

3.16.120 Bidding

A. Purchases of supplies, services (other than professional services), or equipment and
the sale of personal property of an estimated value in excess of $25,000 shall be by bid
procedures pursuant to this section and section 3.16.130 of this chapter. Bidding shall
be dispensed with only when an emergency requires that an order be placed with the
nearest available source of supply, when the city council by a four-fifths (4/5) majority
determines after opening of bids that rejection of all bids and purchase on the open
market will best serve the city, or when the commodity can be obtained from only one
vendor.

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

3.16.130 Formal Contract Procedure

Except as otherwise provided herein, purchases and contracts for supplies, services (other
than professional services), equipment and the sale of personal property of estimated value
greater than twenty five thousand dollars ($25,000) shall be by purchase order or written
contract with the lowest (or for purposes of section 3.16.190 of this chapter, highest)
responsible bidder, as the case may be, pursuant to the procedure prescribed herein:

A. Notice Inviting Bids: Notices inviting bids shall include a general description of the articles
to be purchased or sold, shall state where bid blanks and specifications may be secured
and the time and place for opening bids.

1. Published Notice: Notice inviting bids shall be published at least ten (10) days before
the date of opening of the bids. Notice shall be published at least once in a newspaper
of general circulation, printed and published in the city, or if there is none, it shall be
posted in at least three (3) public places in the city that have been designated by
ordinance as the places for posting notices.

2. Bidder's List: The purchasing officer shall also solicit sealed bids from all responsible
prospective suppliers whose names are on the bidder's list or who have requested
their names to be added thereto.

3. Bulletin Board: The purchasing officer shall also advertise pending purchases or sales
by a notice posted on a public bulletin board in the city hall;
B. Bidder's Security: When deemed necessary by the purchasing officer, bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten (10) days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder;

C. Bid Opening Procedure: Sealed bids shall be submitted to the purchasing officer and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be opened for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening;

D. Rejection Of Bids: In its discretion, the city council may reject any and all bids presented and readvertise for bids;

E. Award Of Contracts: Contracts shall be awarded by the city council to the lowest responsible bidder who meets the quality requirements. The decision of the city council shall be final. For purchases of supplies and equipment, determination of the "lowest responsible bidder" may include the adjustment of the bid price of a qualifying local vendor (as defined in subsection 3.16.220(B)(1) of this chapter) according to the local vendor preference procedures described in subsection 3.16.220(B)(3) of this chapter. For purposes of this section, a "responsible bidder" means a bidder who has demonstrated the quality, fitness, capacity, and experience to satisfactorily perform the particular requirements of the city;

F. Tie Bids: If two (2) or more bids received are for the same total amount or unit price, quality and service being equal and if the public interest will not permit the delay of readvertising for bids, the city council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of the bid opening;

G. No Bids: If no bids are received, the council may authorize the purchase of goods in compliance with informal bidding procedures prescribed in 3.16.110(B).

H. Performance Bonds: The city council shall have authority to require a performance bond before entering into a contract in such amount as it shall find reasonably necessary to protect the best interests of the city. If the city council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

3.16.140 [Reserved]

3.16.150 Inspection and Testing

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

A. Purchase of professional services provided by persons, firms, companies, or corporations (including, but not limited to, architecture, landscape architecture, engineering, environmental, land surveying, legal, accounting or construction management) shall be made on the basis of demonstrated competence and experience of the service provider and on the professional qualifications necessary for the satisfactory performance of the services required. The process for securing professional services may be through negotiation or through request for proposals; the purchasing officer will attempt to obtain information relating to prices and availability of such professional services from different sources prior to making the purchase; however, neither formal nor informal bidding shall be required prior to the purchase of professional services.

3. The city manager shall sign all professional service contracts on behalf of the city. Professional services contracts will be prepared in accordance with the city's standard consultants services agreement. Authorization to approve the contract value shall be subject to the limitations of sections 3.16.110 of this chapter; furthermore, contracts with a contract value of greater than twenty five thousand dollars ($25,000) shall require City Council approval prior to execution, unless otherwise authorized pursuant to section 3.16.170.

C. Unless otherwise limited by the CMC, or applicable state or federal law, the term of a contract shall be as set forth in the contract and may include extensions as authorized in the contract. The city manager may approve a multi-year contract, provided that the value of the multi-year contract as extended does not exceed the city manager's purchasing authority. Otherwise, multi-year contracts shall require the approval of the council.

3.16.170 Urgency/Emergency Purchases

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

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

1. The Finance Department shall be contacted as soon as possible for an advance purchase order number, which may be given verbally, to cover the urgent or emergency transaction. If unable to contact the Finance Department, place the order and contact the Finance Department the next workday.
2. A completed purchase order shall be submitted to the purchasing officer within two workdays, or as soon as the information is available. All purchase orders for urgent or emergency purchases shall be signed by the appropriate department head.

3. Documentation explaining the circumstances and nature of the urgency or emergency purchase shall be submitted by the appropriate department head as follows:
   a. Purchases equal to or less than $12,500. Report to the purchasing officer by processing a requisition within one week.
   b. Purchases equal to $12,500 - 25,000. Requires City Manager's (or designee in City Manager's absence or unavailability) approval prior to purchase. Report to the purchasing officer by processing a requisition within two days.
   c. Purchase of $25,000 or more requires City Manager's (or designee in City Manager's absence or unavailability) approval prior to purchase and report to the City Council within two working days to explain the circumstances and necessity of the purchase.

4. If the urgency or emergency purchase causes any budget line items to exceed the approved budget, it shall be the responsibility of the department requesting the purchase to obtain advance City Council approval for an additional appropriation or to make a transfer to cover the purchase.

5. For contracts under the purview of Public Contracts Code § 20100 et seq., the city council must review the emergency action at its next regularly scheduled meeting, and each meeting thereafter until the action is terminated, to determine by four-fifths vote that there is a need to continue the action.

3.16.180 Design/Build Contracts

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

3.16.190 Surplus Supplies and Equipment

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

3.16.200 Duty to Disclose Relationships with City

All bidders and consultants shall disclose in writing to the purchasing officer any prior and current business and personal relationship with the city, members of the city council, and
city employees prior to entering into any transaction or contractual arrangement with the city exceeding $5,000.

3.16.210 Employee Interest Prohibited

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

3.16.220 Local Vendor Preference Program

A. The city has established a local vendor preference program to be applied in the procurement of supplies and equipment under section 3.16.130 of this chapter.

B. The adjustment to bids provided for under the local vendor preference program shall be implemented according to the following:

1. Qualification For Local Vendor Preference: In the procurement of supplies and equipment for the city's requirements, preference shall be given to those vendors who: a) qualify as a local vendor ("qualifying local vendor") under this subsection and b) submit a written statement in their bid package requesting to be considered a qualifying local vendor. In order to qualify as a local vendor, the bidder must certify the following information as part of the bid package:

   a. It has fixed facilities with employees located within the city limits;

   b. It has a business street address (post office box or residential address shall not suffice to establish a local presence);

   c. All sales tax returns for the goods purchased must be reported to the state through a business within the geographic boundaries of the city; and

   d. It has a city business license.

2. False Certifications: False certifications shall be immediate grounds for rejection of any bid or if the bid is awarded, grounds for voiding the bid, terminating any agreement, and seeking damages therefor. Failure to certify the above information shall result in the bid being considered by the city without any adjustment for a local vendor as described in subsection B3 of this section.

3. Application Of Local Vendor Preference: The bid of a qualifying local vendor shall be adjusted according to the following procedures:

   a. In the tabulation of bids to determine the lowest responsible bidder, the bid of each qualifying local vendor shall be reduced by five percent (5%).

   b. The reduced bid price of the qualifying local vendor will then be compared to the other bids received by the city to determine the lowest responsible bidder under section 3.16.130 of this chapter. Notwithstanding this reduction for purposes of
determining the lowest responsible bidder, the contract amount with the lowest responsible bidder shall be at the bid price.

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

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

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

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

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Cudahy on this 22nd day of June, 2015.

[Signature]
Cristian Markovich
Mayor

ATTEST:

[Signature]
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM

[Signature]
Isabel Birrueta
Assistant City Attorney
CERTIFICATION

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

I, Laura Valdivia, Interim City Clerk of the City of Cudahy, hereby certify that this Ordinance was introduced at a regular meeting of the City Council of the City of Cudahy on the 8th day of June, 2015, and adopted and passed at a regular meeting of the City Council of the City of Cudahy held on the 22nd day of June, 2015, by the following vote:

AYES: Garcia, Guerrero, Hernandez, Markovich

NOES: None

ABSTAIN: None

ABSENT: Sanchez

Laura Valdivia
Interim City Clerk
ORDINANCE NO. 672


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

WHEREAS, the City of Cudahy (the "City") has adopted and codified such policies and procedures in Chapter 3.15 (Purchasing System) of Title 3 (Revenue and Finance) of the City Municipal Code; and

WHEREAS, in light of its limited staff and resources, the City seeks to amend its Purchasing System to create legal and appropriate flexibility in its Purchasing System by enabling City purchases through sole-source, or single-source purchases; and

WHEREAS, the City also seeks to modify the cooperative purchasing, or "piggybacking" purchase provisions in the Purchasing System to clarify the City's ability to make cooperative purchases of services and items.

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

SECTION 1. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Section 3.15.090 of Chapter 3.15 (Purchasing System) of Title 3 (Revenue and Finance) of the City Municipal Code is hereby amended to read as follows:

Section 3.15.090 Sole-Source/Single-Source Procurements

Without complying with the requirements of sections 3.16.120 and 3.16.130 of this Chapter 3.15, the purchasing officer may procure an item or service if such item or service is essentially unique and can only be met solely by a single patented, copyrighted or proprietary article or unique process or skill set available from a single or sole source. Non-exclusive examples of acceptable sole source purchases are equipment for which there is no comparable competitive product, a component or replacement part for which there is no commercially available
substitute and which can be obtained only from the manufacturer, or an item where compatibility with supplies, equipment, materials, general services or processes already in use by the city is the overriding consideration.

SECTION 3. Section 3.15.100 of Chapter 3.15 (Purchasing System) of Title 3 (Revenue and Finance) of the City Municipal Code is hereby amended in its entirety to read as follows:

Section 3.15.100 Cooperative (Piggyback) Purchases

A. Without complying with the requirements of sections 3.16.120 and 3.16.130 of this chapter, the purchasing officer may participate in a cooperative purchasing agreement for the procurement of any items or services with any federal, state, county or local government agency when that agency has made their purchases in a competitive manner. The purchasing officer may participate in a cooperative purchasing agreement when the city can obtain items or services at a purchase price lower than that which the city can obtain through its normal purchasing procedures. In those instances where it is determined that purchasing through the federal, state, county or local government agencies will result in savings to the city, the purchasing officer is authorized to make such purchases.

B. The purchasing officer may also purchase items or services directly from a vendor at a price established by competitive bidding by another federal, state, county or local government agency in substantial compliance with sections 3.16.120 and 3.16.130 of this chapter even if the city has not joined with that public agency in a cooperative purchase agreement.

SECTION 4. 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 5. 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 6. Publication and Effective Date. 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 its regular meeting on this 14th day of August 2017.

Chris Garcia
Mayor

ATTEST:

Richard Iglesias
Deputy City Clerk

CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF CUDAHY

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Ordinance No. 672 was introduced for a first reading on the 24th day of July, 2017 and approved for a second reading and adopted by said Council at its regular meeting held on the 14th day of August, 2017 by the following vote, to-wit:

AYES: Markovich, Hernandez, and Garcia
NOES: Guerrero
ABSTAIN: None
ABSENT: Sanchez

Richard Iglesias
Deputy City Clerk
STAFF REPORT

Date: November 5, 2019
To: Honorable Mayor and City Council
From: Office of the City Attorney
Subject: Approval of Fourth Amendment to Extend Existing City Manager Employment Agreement Along With Certain Other Amendments

RECOMMENDATION

It is recommended that the City Council approve the attached Fourth Amendment instrument to the City Manager’s existing Employment Agreement, along with certain other amendments specifying the term of the extension, so that the existing agreement does not expire pending consideration and approval of a separate longer-term extension instrument at a future City Council meeting.

BACKGROUND

1. On August 5, 2014, the City Council approved a two (2) year employment contract with Jose Pulido to serve as City Manager (hereinafter, the “Master Agreement”). The Master Agreement had a two (2) year term commencing from August 10, 2014.

2. In open session at its regular meeting of August 8, 2016, the City Council approved a First Amendment instrument to the Master Agreement which extended the term of the Master Agreement to September 7, 2016 so that the City Council could refine and finalize the terms of a longer term extension.

3. The City Council, in anticipation of the pending expiration of the Master Agreement, as amended, on September 7, 2016, approved a Second Amendment, which extended the term of the Master Agreement, as amended, on a month-to-month basis for a maximum of three (3) months (through November 30, 2016 at the latest) to allow the City Council time to refine and finalize the terms of a longer term extension and approve the City’s Fiscal Year
4. The Second Amendment was approved by the City Council at its joint special meeting of August 29, 2016 in open session.

5. In open session at its regular meeting of November 14, 2016, the City Council approved a Third Amendment instrument to the Master Agreement, as amended, which extended the term of the Master Agreement for an additional three (3) years and increased the Employee’s annual base compensation; and

6. The Master Agreement, as amended, is set to expire on its own terms effective Thursday, November 14, 2019.

ANALYSIS

The attached Fourth Amendment instrument merely extends the City Manager’s existing employment agreement on a month-to-month basis for a maximum of three months (i.e., November 15, 2019 through February 13, 2020) so that the City Council has additional time to consider and approve the terms of a longer-term extension instrument. All other provisions of the Master Agreement, however, remain the same.

CONCLUSION

It is recommended that the City Council approve the attached Fourth Amendment instrument to the Master Agreement, as amended, and authorize the Mayor to execute the same on behalf of the City.

ATTACHMENTS

Fourth Amendment to Master Agreement with Master Agreement, as amended, attached thereto.
2019

FOURTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT
(Employee: Jose Pulido)

THIS FOURTH AMENDMENT ("Fourth Amendment") to that certain agreement entitled "Employment Agreement for the Position of City Manager," dated as of November 5, 2019 by and between the CITY OF CUDAHY ("City") and JOSE PULIDO, an individual ("Employee") is made and entered into this _______ day of ____________ 2019 ("Effective Date"). For purposes of this Fourth Amendment, the capitalized term "Parties" shall be a collective reference to both City and Employee. The capitalized term "Party" may refer to either City or Employee as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an agreement dated August 6, 2014 and entitled "Employment Agreement for the Position of City Manager" (the "Master Agreement"); and

WHEREAS, Section 9.4 (Amendments) of the Master Agreement allows the Parties to amend the Master Agreement provided such amendments are memorialized in the form of a written amendment approved by the Parties; and

WHEREAS, the Cudahy City Council ("City Council"), in anticipation of the pending expiration of the Master Agreement on August 10, 2016, approved a First Amendment instrument to the Master Agreement (hereinafter, the "First Amendment"), which extended the term of the Master Agreement to September 7, 2016 to allow the City Council time to refine and finalize the terms of a longer term extension to the Master Agreement; and

WHEREAS, the First Amendment was approved by the City Council at its regular meeting of August 8, 2016 in open session; and

WHEREAS, the City Council, in anticipation of the pending expiration of the Master Agreement, as amended, on September 7, 2016, approved a Second Amendment instrument to the Master Agreement, as amended (hereinafter, the "Second Amendment"), which extended the term of the Master Agreement, as amended, on a month-to-month basis for a maximum of three (3) months (through November 30, 2016 at the latest) to allow the City Council time to refine and finalize the terms of a longer term extension to the Master Agreement, as amended; and

WHEREAS, the Second Amendment also provided that the City Council may terminate the City Manager's employment on thirty (30) days' notice for convenience during such month-to-month period; and

WHEREAS, the Second Amendment was approved by the City Council at its joint special meeting of August 29, 2016 in open session; and

WHEREAS, on November 14, 2016, the City Council approved a Third Amendment instrument to the Master Agreement, as amended (hereinafter, the "Third Amendment"), which extended the term of the Master Agreement, as amended, for an additional three (3) years and increased the Employee’s annual base compensation; and
WHEREAS, the amendments to the Master Agreement, as amended, as embodied in the Third Amendment, also included modified language intended to reflect the City Council’s desire that Employee be available to participate in meetings, events and functions that may occur outside of the City’s normal business hours as requested by the City Council or as circumstances may reasonably prescribe; and

WHEREAS, the Third Amendment was approved by the City Council at its regular meeting of November 14, 2016 in open session; and

WHEREAS, the Master Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment, is attached hereto as Exhibit "A"; and

WHEREAS, in anticipation of the pending expiration of the Master Agreement, as amended, on November 14, 2019, the City Council requires additional time before it can approve a longer-term extension instrument; and

WHEREAS, the approval of this Fourth Amendment instrument is only intended to prevent the underlying Master Agreement, as amended, from expiring on its own terms before the terms of a longer-term extension can be finalized and approved; and

WHEREAS, execution of this Fourth Amendment was approved in open session at the City Council's regular meeting of November 5, 2019.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Master Agreement is hereby extended on a month-to-month basis for a maximum of three (3) months commencing as of November 15, 2019. The foregoing notwithstanding and notwithstanding any other provisions of the Master Agreement to the contrary, City reserves the right to terminate the Master Agreement as amended by way of this Fourth Amendment and all prior amendments for convenience and without cause upon thirty (30) days prior written notice to Employee at any time during the interim 3-month, month-to-month extension period established under this Fourth Amendment. Nothing in this Fourth Amendment shall operate to adjust or otherwise amend the rates of compensation Employee receives under the Master Agreement, as amended, or any non-monetary benefits received by Employee.

SECTION 3. This Fourth Amendment will cease to remain in effect upon the earlier of the following: (a) 11:59 pm on Thursday, February 13, 2020; or (b) the approval and execution of a Fifth Amendment to the Master Agreement which sets forth the terms and conditions of a longer term extension of the Master Agreement, which shall be approved in compliance with Section 53262 of the Government Code.

SECTION 4. Except as otherwise set forth in this Fourth Amendment, the Master Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment, shall remain binding, controlling and in full force and effect. The provisions of this Fourth Amendment shall be deemed a part of the Master Agreement, as amended. Except as otherwise provided under this Fourth Amendment, the Master Agreement as amended, and all provisions contained therein, shall remain binding and enforceable. In the event of any conflict or
inconsistency between the provisions of this Fourth Amendment and the provisions of the Master Agreement, as amended, the provisions of this Fourth Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement, as amended, and no further.

SECTION 5. The Master Agreement, as amended by way of this Fourth Amendment, and previous amendments constitute 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 Employee prior to the execution of this Fourth Amendment. 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 the Master Agreement, as amended by this Fourth Amendment or previous amendments, shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to be executed on the day and year first appearing above.

CITY:        EMPLOYEE
City of Cudahy       Jose Pulido, an individual:

By: ________________________________     By: ________________________________
[insert name]               [insert name]
[insert title]              [insert title]

Name: ________________________________

Title: ________________________________

APPROVED AS TO FORM

By: ________________________________

Name: ________________________________

Title: ________________________________
2016

THIRD AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT
(Employee: Jose Pulido)

THIS THIRD AMENDMENT ("Third Amendment") to that certain agreement entitled "Employment Agreement for the Position of City Manager," dated as of August 6, 2014 by and between the CITY OF CUDAHY ("City") and JOSE PULIDO, an individual ("Employee") is made and entered into this 14th day of November 2016 ("Effective Date"). For purposes of this Third Amendment, the capitalized term "Parties" shall be a collective reference to both City and Employee. The capitalized term "Party" may refer to either City or Employee as appropriate.

REQUITALS

WHEREAS, the Parties executed and entered into an agreement dated August 6, 2014 and entitled "Employment Agreement for the Position of City Manager" (the "Master Agreement"); and

WHEREAS, Section 9.4 (Amendments) of the Master Agreement allows the Parties to amend the Master Agreement provided such amendments are memorialized in the form of a written amendment approved by the Parties; and

WHEREAS, the Cudahy City Council ("City Council"), in anticipation of the pending expiration of the Master Agreement on August 10, 2016, approved a First Amendment instrument to the Master Agreement (hereinafter, the "First Amendment") which extended the term of the Master Agreement to September 7, 2016 to allow the City Council time to refine and finalize the terms of a longer term extension to the Master Agreement; and

WHEREAS, the First Amendment was approved by the City Council at its regular meeting of August 8, 2016 in open session; and

WHEREAS, the City Council, in anticipation of the pending expiration of the Master Agreement, as amended, on September 7, 2016, approved a Second Amendment instrument to the Master Agreement, as amended (hereinafter, the "Second Amendment"), which extended the term of the Master Agreement, as amended, on a month-to-month basis for a maximum of three (3) months (through November 30, 2016 at the latest) to allow the City Council time to refine and finalize the terms of a longer term extension to the Master Agreement, as amended; and

WHEREAS, the Second Amendment also provided that the City Council may terminate the City Manager's employment on thirty (30) days' notice for convenience during such month-to-month period; and

WHEREAS, the Second Amendment was approved by the City Council at its regular meeting of August 29, 2016 in open session; and
WHEREAS, the Master Agreement, as amended by the First Amendment and Second Amendment, is attached hereto as Exhibit “A”; and

WHEREAS, on September 26, 2016, the City Council continued consideration of a Third Amendment to the City Manager’s Master Agreement, as amended, to allow for approval of the City’s Fiscal Year 2016-2017 budget; and

WHEREAS, this Third Amendment now reflects the long term agreement between the Parties; and

WHEREAS, the amendments to the Master Agreement, as amended, as embodied in this Third Amendment, include an extension of the Term for an additional three (3) years as well as an increase in the Employee’s annual base compensation; and

WHEREAS, the amendments to the Master Agreement, as amended, as embodied in this Third Amendment, also include modified language intended to reflect the City Council’s desire that Employee be available to participate in meetings, events and functions that may occur outside of the City’s normal business hours as requested by the City Council or as circumstances may reasonably prescribe; and

WHEREAS, notwithstanding the preceding recital, the City Council recognizes that Employee should be afforded reasonable flexibility in scheduling his work day; and

WHEREAS, execution of this Third Amendment was approved in open session at the City Council’s regular meeting of November 14, 2016 as required under Government Code Section 53262.

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

SECTION 1. Subsection 1.3.1 of Section 1.3 (Term; At-will) of the Master Agreement as amended by way of the First Amendment and Second Amendment is hereby amended by the addition of the following sentence which shall follow the first sentence of Subsection 1.3.1:

The foregoing notwithstanding, the Term is extended by an extension term of three (3) years commencing November 14, 2016.

The extension to the Term of the Master Agreement, as amended, as set forth in this Third Amendment shall supersede and replace the extension set forth in the Second Amendment.

SECTION 2. The text of Section 1.5 (Hours of Work) of the Master Agreement is hereby deleted, repealed and replaced in its entirety by the following:

Work Schedule. Throughout the Term of this Agreement and any extension term, PULIDO shall devote the time reasonably necessary to adequately perform his duties as City Manager and shall also devote time reasonably necessary to effectively and competently manage City staff and oversee the day-to-day business operations of the City. In furtherance of the foregoing, PULIDO shall maintain a reasonably substantial onsite presence at Cudahy City Hall during the City’s regular work week and during the City’s
regular business hours which are currently set at a schedule of Monday through Thursday with a ten (10) hour workday. The foregoing notwithstanding, PULIDO shall also be available and present at Cudahy City Hall and at other locations in the City of Cudahy during non-business hours as requested by the City Council from time to time or as reasonably necessary to participate in City Council meetings or to engage with individual members of the City Council, members of the community and community stakeholder groups. The position of City Manager shall be deemed an exempt position under state and federal wage and hour laws. PULIDO's compensation (whether salary or benefits or other allowances) is not based on hours worked and PULIDO shall not be entitled to any compensation for overtime.

SECTION 3. The text of Subsection 2.1 (Base Salary) of the Master Agreement is hereby deleted, repealed and replaced in its entirety by the following:

PULIDO shall receive an annual salary of One Hundred and Ninety-Five Thousand Dollars ($195,000) paid incrementally according to the payroll schedule in place for City employees paid bi-weekly.

The amendment to Subsection 2.1 (Base Salary) set forth in this Section 3 shall become operative on November 14, 2016 and shall be applied prospectively.

SECTION 4. With respect to Section 5.1.3 of the Master Agreement, as amended, detailing the severance Employee is entitled to receive, the Parties acknowledge and agree that Employee has been employed continuously with the City beyond August 11, 2015 and is therefore eligible to receive six (6) months' severance subject to the terms, conditions, restrictions and limitations set forth under Section 5 of the Master Agreement.

SECTION 5. Except as otherwise set forth in this Third Amendment, the Master Agreement, as amended by the First and Second Amendments, shall remain binding, controlling and in full force and effect. The provisions of this Third Amendment shall be deemed a part of the Master Agreement, as amended. Except as otherwise provided under this Third Amendment, the Master Agreement as amended, and all provisions contained therein, shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the provisions of the Master Agreement, as amended, the provisions of this Third Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement, as amended, and no further.

SECTION 6. The Master Agreement, as amended by way of this Third Amendment, and previous amendments constitute 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 Employee prior to the execution of this Third Amendment. 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 the Master Agreement, as amended by this Third Amendment or previous amendments, shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed on the day and year first appearing above.

CITY:

City of Cudahy

By: Baru Sanchez
Mayor

EMPLOYEE

Jose Pulido, an individual:

By: 

Name: Jose Pulido

Title: City Manager

APPROVED AS TO FORM

By: 

Name: Joaquin Vasquez

Title: Deputy City Attorney
2016
SECOND AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT
(Employee: Jose Pulido)

THIS SECOND AMENDMENT ("Second Amendment") to that certain agreement entitled "Employment Agreement for the Position of City Manager" originally executed on August 6, 2014 by and between the CITY OF CUDAHY ("City") and JOSE PULIDO, an individual ("Employee") is made and entered into this 29th day of August 2016 ("Effective Date"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both City and Employee. The capitalized term "Party" may refer to either City or Employee as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an agreement dated August 6, 2014 and entitled "Employment Agreement for the Position of City Manager" (hereinafter, the "Master Agreement"). (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, Section 9.4 (Amendments) of the Master Agreement allows the Parties to amend the Master Agreement provided such amendments are memorialized in the form of a written amendment approved by the Parties; and

WHEREAS, the Cudahy City Council ("City Council"), in anticipation of the pending expiration of the Master Agreement on August 10, 2016, approved a First Amendment instrument to the Master Agreement (hereinafter, the "First Amendment") which merely extended the term of the Master Agreement to September 7, 2016 to allow the City Council time to refine and finalize the terms of a longer term extension to the Master Agreement; and

WHEREAS, the First Amendment was approved at the City Council’s Regular meeting of August 8, 2016 in open session; and

WHEREAS, the City Council requires additional time before it can approve a long-term extension instrument which would, among other things, result an adjustment to the City Manager’s compensation and other contract terms; and

WHEREAS, the need for additional time is driven, in part, on the City Council’s need to finalize and approve the City’s fiscal year budget; and

WHEREAS, the approval of this Second Amendment instrument is only intended to prevent the underlying Master Agreement from expiring on its own terms before the terms of a long term extension can be finalized and approved; and
WHEREAS, this Second Amendment was approved by the City Council in open session at its meeting of August 29, 2016 under Joint Special Meeting Agenda Item No. 5.A.

NOW, THEREFORE, the Parties agree as follows:

1. The forgoing recitals are true and correct.

2. The Master Agreement is hereby extended on a month-to-month basis for a maximum of three (3) months commencing as of September 1, 2016. The foregoing notwithstanding and notwithstanding any other provisions of the Master Agreement to the contrary, City reserves the right to terminate the Master Agreement as amended by way of this Second Amendment and all prior amendments for convenience and without cause upon thirty (30) days prior written notice to Employee at any time during the interim 3-month, month-to-month extension period established under this Second Amendment. Nothing in this Second Amendment shall operate to adjust or otherwise amend, the rates of compensation Employee receives under the Master Agreement or any non-monetary benefits received by Employee.

3. This Second Amendment will cease to remain in effect upon the earlier of the following: (a) 11:59 pm on Wednesday, November 30, 2016; or (b) the approval and execution of a Third Amendment to the Master Agreement which sets forth the terms and conditions of a longer term extension of the Master Agreement, which long term extension shall be approved in compliance with Section 53262 of the Government Code.

4. The Parties agree the Master Agreement as amended by way of this Second Amendment and all prior amendments shall remain the operative, final, and integrated employment agreement between City and Employee.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, City has caused this Second Amendment to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk and Employee has signed and executed this Second Amendment, as of the date of the last Party to sign this Second Amendment, below.

By: ________________________________
    Baru Sanchez
    Mayor

By: ________________________________
    Jose Pulido
    Employee/ City Manager

Date: ________________________________

APPROVED AS TO FORM:

By: ________________________________
    Rick Olivarez, City Attorney

Attest:

By: ________________________________
    City Clerk

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2016
FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT
(Employee: Jose Pulido)

THIS FIRST AMENDMENT ("Amendment") to that certain agreement entitled "Employment Agreement for the Position of City Manager" originally executed on August 6, 2014 by and between the CITY OF CUDAHY ("City") and JOSE PULIDO, an individual ("Employee") is made and entered into this __8th__ day of August 2016 ("Effective Date"). For purposes of this Amendment, the capitalized term "Parties" shall be a collective reference to both City and Employee. The capitalized term "Party" may refer to either City or Employee as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an agreement dated August 6, 2014 and entitled "Employment Agreement for the Position of City Manager" (hereinafter, the "Master Agreement") (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, Section 9.4 (Amendments) of the Master Agreement allows the Parties to amend the Master Agreement provided such amendments are memorialized in the form of a written amendment approved by the Parties; and

WHEREAS, the Parties desire to extend the term of the Master Agreement subject to its same terms and conditions on a temporary basis while a longer term extension instrument is formulated; and

WHEREAS, the City Council believes that a finalized extension instrument will likely be ready for approval by the first regular meeting of the City Council on September 6, 2016.

NOW, THEREFORE, the Parties agree as follows:

1. The foregoing recitals are true and correct.

2. The Master Agreement is hereby extended subject to its same terms and conditions for a period commencing on August 11, 2016 and ending September 7, 2016 to allow the Parties time to finalize and approve the terms of a longer term extension instrument.

3. This Amendment will cease to remain in effect upon the earlier of the following: (i) September 7, 2016; or (ii) the approval and execution of a Second Amendment to the Master Agreement which sets forth the terms and conditions of a longer term extension of the Master Agreement.
4. The Parties agree that other than this Amendment, the Master Agreement is not otherwise Amended and shall remain the operative, final, and integrated employment agreement between City and Employee.

IN WITNESS WHEREOF, City has caused this Amendment to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk and Employee has signed and executed this Amendment, as of the date first executed by the Parties below.

By: ____________________________
   Baru Sanchez
   Mayor

Date: ____________________________

By: ____________________________
   Jose Pulido
   Employee/ City Manager

Date: ____________________________

APPROVED AS TO FORM:

By: ____________________________
   Rick Olivarez, City Attorney
   Deputy City Attorney

ATTEST:

By: ____________________________
   City Clerk
EMPLOYMENT AGREEMENT
For the Position of
CITY MANAGER

This Employment Agreement ("Agreement") is made and entered into this 6th day of August, 2014, by and between the CITY OF CUDAHY ("CITY"), a California municipal corporation, and JOSE E. PULIDO ("PULIDO"), an individual, on the following terms and conditions:

RECITALS

A. CITY desires to employ the services of PULIDO as Manager of CITY ("City Manager") as that position is generally described under Chapter 2.12 (City Manager) of the Cudahy Municipal Code; and

B. The City Council finds that PULIDO possesses the education, training, experience and expertise necessary to perform the duties of City Manager; and

C. PULIDO desires to accept employment as City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement; and

D. The City Council approved this Agreement and the execution of same in open session at its meeting of August 6, 2014 as required under Government Code section 53262.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, CITY and PULIDO agree as follows:

SECTION 1. Position, Duties and Term.

1.1 Position. PULIDO accepts employment with CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement.

1.2 Commencement Date/Conditions of Employment.

1.2.1 PULIDO shall commence the performance of his duties as the City Manager on August 11, 2014 ("Commencement Date"), subject to subsection 1.2.2 below.

1.2.2 PULIDO’s employment with the CITY is contingent upon PULIDO’s submitting to a general medical exam by a qualified physician selected by CITY prior to the Commencement Date. CITY and PULIDO shall receive a copy of all medical reports related to the examination.
1.3 **Term; At-will.**

1.3.1 The term of this Agreement ("Term") shall commence upon the Commencement Date and shall expire on August 10, 2016. The foregoing notwithstanding, nothing in this Section shall operate to prohibit, modify or otherwise restrict the City Council's ability to terminate PULIDO's employment at any time for cause or for convenience without cause at any time prior to the expiration of the Term.

1.3.2 PULIDO's employment with CITY shall be "at-will" pursuant to the provisions of Government Code § 36506. PULIDO's employment shall be subject to the provisions of this Agreement and provisions applicable to the office of the City Manager contained in the City's Municipal Code, as it may be amended from time to time. PULIDO acknowledges that he is an at-will employee of CITY who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. To the extent they conflict with his at-will status, the terms of the CITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions including, without limitation, CITY Personnel Policies, as they may be amended or supplemented from time to time, shall not apply to PULIDO, and nothing in this Agreement is intended to, or does, confer upon PULIDO any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 5 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of PULIDO as provided in Section 5 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of PULIDO to resign at any time from this position with CITY, subject only to the provisions set forth in Section 5 [Termination] of this Agreement.

1.4 **Duties.** PULIDO shall serve as the City Manager and shall be vested with the powers, duties and responsibilities set forth in Section 2.12.030 of the Cudahy Municipal Code, the terms of which are incorporated herein by reference, as may be amended from time to time. PULIDO shall provide service at the direction and under supervision of the City Council. It is the intent of the parties that the City Manager shall keep the City Council fully apprised of all significant ongoing operations of CITY. To that end, PULIDO shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide oral or written status reports to the City Council on his activities and those of CITY.

PULIDO's duties as City Manager shall include, but are not limited to:

a. Attending all meetings of the City Council, unless excused by the Mayor (or presiding officer if the Mayor is unavailable), and taking part in the
discussion of all matters before the City Council. The City Manager shall receive notice of all regular and special meetings of the City Council;

b. Reviewing all agenda documents before preparing the agenda for any regular or special meetings of the City Council;

c. Directing the work of all elective and appointive CITY officers, department directors, division managers and all CITY employees, except those that are directly appointed by or report directly to the City Council. The City Manager shall endeavor to implement changes that the City Manager believes will result in greater efficiency, economy, or improved public service in the administration of CITY affairs;

d. Recommending to the City Council from time to time of the adoption of such measures as the City Manager may deem necessary or expedient for the health, safety, or welfare of the community or the improvement of administrative services;

e. Conducting research in administrative practices in order to bring about greater efficiency and economy in CITY government and develop and recommend to the City Council long range plans to improve CITY operations and prepare for future CITY growth and development;

f. Providing management training and developing leadership qualities among department heads and staff as necessary to build a CITY management team that can plan for and meet future changes; and

g. Exercising control of CITY government in emergencies as authorized by the City’s Municipal Code and California law.

h. Duties as prescribed under Chapter 2.12 of the Cudahy Municipal Code, incorporated herein by reference, as it may be amended from time to time.

It is the intent of the City Council for the City Manager to function as the chief executive officer of the CITY’s organization. Without additional compensation, PULIDO shall provide such other services as are customary and appropriate to the position of City Manager, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the CITY’s Municipal Code and policies. PULIDO shall devote his best efforts and full-time attention to the performance of these duties. Notwithstanding PULIDO’s duties as City Manager, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of the CITY in a manner consistent with the CITY’s personnel rules, administrative policies and City Council policies.

1.5 **Hours of Work.** PULIDO shall devote the time necessary to adequately perform his duties as City Manager during the term of employment commencing August 11, 2014. At a minimum, PULIDO shall work eight (8) hours per day, five (5) days per week. PULIDO shall, to the extent reasonably practicable and excluding those days when PULIDO is taking vacation, sick or management leave, maintain an onsite presence at City Hall during each day City Hall is
open for regular business and shall make himself available to the City Council, CITY staff and members of the community during normal business hours for City Hall and for the performance of his duties and of CITY business. The position of City Manager shall be deemed an exempt position under state and federal wage and hour laws. PULIDO’s compensation (whether salary or benefits or other allowances) is not based on hours worked and PULIDO shall not be entitled to any compensation for overtime.

1.6 Other Activity. In accordance with Government Code § 1126, during the period of his employment, PULIDO shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of PULIDO’s duties as City Manager.

1.7 Residence. PULIDO shall not be required to reside within the territorial boundaries of the CITY. The foregoing notwithstanding, PULIDO shall maintain a permanent residence within a reasonable distance to the CITY so as to permit PULIDO travel to the CITY within one hundred twenty (120) minutes in the event of CITY emergencies.

1.8 Conflicts of Interest. PULIDO shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. PULIDO shall further refrain from developing a financial stake in any commercial venture or partnership with any entity doing business with the CITY where such financial stake would create a violation of Government Code section 1090. For and during the term of this Agreement and any extension term, PULIDO further agrees that except for a personal residence or residential property acquired or held for future use as his personal residence, PULIDO will not invest in any other real estate or property improvements within the corporate limits of the CITY without the prior consent of the City Council and subject to the restrictions of all applicable financial conflict of interest laws.

SECTION 2. Compensation. For the services to be provided pursuant to this Agreement, PULIDO shall receive the following compensation, subject to appropriate tax and governmental deductions:

2.1 Base Salary. PULIDO shall receive an annual salary of One Hundred Eighty Thousand Dollars ($180,000.00) paid according to the payroll schedule in place for CITY employees paid bi-weekly.

2.2 Evaluation. At a time agreed upon by the City Council and PULIDO on or before August 11th each year, the City Council will review and evaluate the performance of PULIDO as City Manager and may use an experienced professional outside facilitator mutually agreed upon by the City Council and PULIDO to do so. No later than thirty (30) calendar days prior to August 11th, CITY shall send a Notice of Upcoming Evaluation to PULIDO so that
CITY and PULIDO may begin discussions regarding the date and contents of the upcoming evaluation review. The purpose of the review shall be to provide PULIDO with feedback on his performance, including the performance of the duties set forth in Section 1.4 above, progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs, and to identify areas requiring improvement and how such improvement may be accomplished. In conducting the performance evaluation and considering adjustments to PULIDO’s compensation, the City Council may consider, among other things, PULIDO’s:

a. overall performance as City Manager, including leadership and management skills;

b. professional ethics;

c. progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs;

d. involvement in local, regional, and statewide organizations beneficial to the CITY;

e. the financial feasibility or desirability of authorizing any proposed adjustment to compensation in light of current and/or projected economic conditions, including whether the CITY is operating with a balanced budget;

f. prevailing job market conditions and compensation trends; and

g. such other factors as the City Council may find relevant.

The City Council shall at all times retain discretion to agree to or deny any proposed adjustment to PULIDO’s compensation terms, notwithstanding the findings or determinations of any performance review. Failure of CITY to provide a performance evaluation shall not limit CITY’s ability to terminate this Agreement pursuant to Section 5 [Termination].

2.3 Mutual Commitments.

2.3.1 Strategic Workshops

a. The City Council and the City Manager will meet annually to review the CITY’s existing Strategic Plan and/or set out goals and priorities for the City Manager to implement. This annual meeting shall occur between January 1st and February 28th of each year. For purposes of clarity, the City Council and the City Manager shall further establish a relative priority among those goals and objectives within the Strategic Plan.
2.4 Benefits.

2.4.1 Health Insurance.

Health Insurance: PULIDO shall receive health insurance benefits equivalent to all other non-represented CITY management employees, as those benefits may change from time to time. CITY shall pay one hundred percent (100%) of premiums for PULIDO and his family members.

Dental Insurance: PULIDO shall receive dental insurance benefits equivalent to all other non-represented CITY management employees as those benefits may change from time to time. CITY shall pay one hundred percent (100%) of premiums for PULIDO and his family members.

Vision Care: PULIDO shall receive vision benefits equivalent to all other non-represented CITY management employees as those benefits may change from time to time. CITY shall pay one hundred percent (100%) of premiums for PULIDO and his family members.

2.4.2 Long Term Disability.

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, PULIDO shall receive any and all employee long term disability program benefits otherwise accorded CITY’s executive management employees, as prescribed as of the Effective Date of this Agreement and as those benefits may be changed from time to time.

2.4.3 Term Life Insurance.

CITY shall select and provide PULIDO with a policy of term life insurance and shall pay the entire cost of the life insurance premium during the Term of this Agreement or any extension term. During the Term of this Agreement, the death benefit payable on the life insurance policy shall be capped at the maximum sum of One Million Dollars ($1,000,000.00). In the event of PULIDO’s death during the Term of this Agreement, PULIDO’s designated beneficiary shall receive one hundred percent (100%) of the death benefit payment.

2.4.4 Accidental Death & Dismemberment.

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, PULIDO shall receive any and all employee accidental death and dismemberment program benefits
otherwise accorded CITY’s executive management employees, as
prescribed as of the Effective Date of this Agreement and as those
benefits may be changed from time to time.

2.5 Automobile Allowance. CITY recognizes that PULIDO’s duties as City
Manager may require extensive use of an automobile in the ordinary course of performing his
duties as City Manager. Accordingly, CITY, as added compensation, shall provide PULIDO
with an automobile allowance in the amount of Four Hundred Dollars ($400.00) per month to
assist PULIDO with the cost of using and operating his own private vehicle and to offset
expenses such as gasoline, auto insurance, maintenance, repair and other automobile related
costs and expenses. PULIDO shall be responsible for maintaining and paying for liability
insurance as required by State law and for all operating, maintenance and repair costs of
PULIDO’s automobile and for any other automobile-related expenses in excess of the allowance
set forth herein.

2.6 Business Related Equipment. CITY shall provide a cell phone and cover
service costs and other personal data devices (e.g., iPad, computer, etc.) in so far as such items
are necessary for the performance of CITY-related business and are in fact used for CITY
business.

2.7 Business Expenses. Excluding those expenses already covered by the
supplemental compensation allowances set forth under Sections 2.5 and 2.6 above, CITY shall
reimburse PULIDO for reasonable and necessary travel, subsistence and other business expenses
incurred by PULIDO in the performance of his duties or in connection with PULIDO’s
participation in those authorized activities referenced under Section 1 above. All
reimbursements shall be subject to and in accordance with any limitations or restrictions set forth
under the laws of the State of California and any CITY-adopted reimbursement policies as either
may be adopted, updated or otherwise amended from time to time.

SECTION 3. Vacation and Other Leave

3.1 Vacation Leave. PULIDO shall be eligible to accrue six and two-thirds (6 2/3)
hours of vacation leave each month, for a maximum of eighty (80) hours of vacation leave per
year during the Term of this Agreement. Vacation leave may be carried over from year to year.
Notwithstanding the foregoing, at no time shall PULIDO accrue more than three hundred twenty
(320) hours or forty (40) business days of total vacation leave. In recognition of this limit,
PULIDO shall cease to accrue any additional vacation leave time so long as his total accrued but
unused vacation leave remains at 320 hours or 40 business days total. On December 31st of each
year, PULIDO may sell back accumulated but unused vacation leave time at his applicable base
salary hourly rate, provided that fifty (50) hours of accrued vacation time remains on the books.

Section 5.5 below notwithstanding, upon separation of employment for any reason, CITY
shall buy back PULIDO’s accrued and unused vacation leave time at applicable base salary
hourly rate, in addition to the payment contemplated under Section 5.1, below.
3.2 **Holidays.** Paid holidays shall be in accordance with CITY’s current practices and are subject to change. Paid holidays will be those deemed authorized by CITY.

3.3 **Sick Leave.** PULIDO shall be eligible to accrue eight (8) hours of sick leave each month, for a maximum of ninety-six (96) hours of sick leave per year during the Term of this Agreement. Sick leave shall be used by PULIDO only in cases of actual sickness of PULIDO or a member of PULIDO’s immediate family, including PULIDO’s dependents. Sick leave may be carried over from year to year. Notwithstanding the foregoing, at no time shall PULIDO accrue more than four hundred eighty (480) hours or sixty (60) business days of total sick leave time. In recognition of this limit, PULIDO shall cease to accrue any additional sick leave time so long as his total accrued but unused sick leave remains at 480 hours or 60 business days total. On July 1st of each year, PULIDO may sell back at full rate of pay (applicable base salary hourly rate) a maximum of ninety-six (96) hours of accrued but unused sick time, provided however that at least fifty-eight (58) hours remain on the books prior to PULIDO being eligible for any sick leave buy-back.

Section 5.5 below notwithstanding, in the event CITY terminates PULIDO for convenience, PULIDO may sell back up to one hundred ninety-two (192) hours of accrued but unused sick leave to CITY at applicable base salary hourly rate, in addition to the payment contemplated under Section 5.1, below.

3.4 **Management Leave.** CITY recognizes that while PULIDO is an exempt employee and not entitled to overtime pay, PULIDO’s duties will likely require him to be available more than forty (40) hours per week. Accordingly, PULIDO shall be eligible to accrue two and one-fourth (2 ¼) hours of management leave each month, for a maximum of twenty-seven (27) hours of management leave per year during the Term of this Agreement. Accrued but unused management leave time may be carried over from year to year. On July 1st of each year, PULIDO may sell back at full rate of pay (applicable base salary hourly rate) accrued but unused management leave time, provided however that at least twenty-seven (27) hours remain on the books. Upon separation from employment with CITY, PULIDO shall not be entitled to compensation for, and CITY shall not buy back, any accrued but unused management leave time.

**SECTION 4. Retirement.**

The CITY is a member of the Public Employees Retirement System (PERS) for the purpose of employee retirement benefits. PULIDO shall be eligible for coverage under PERS as provided under paragraph 7 of the contract between PERS and the CITY, as amended on October 16, 2011. CITY shall provide PULIDO membership in PERS using the Two Percent (2%) at age 60 formula; CITY shall contribute CITY’s Employer Share of the cost of membership in PERS during the Term of this Agreement and PULIDO shall contribute the cost of the Employee Share.

**SECTION 5. Termination.**

5.1 **By CITY Not for Cause/For Convenience.** CITY may terminate PULIDO for any reason, and at any time, with or without cause, by providing PULIDO thirty (30) days prior written notice thereof. In lieu of providing thirty (30) days prior written notice of termination,
CITY may place PULIDO on paid leave status during the thirty (30) day notice period or any portion thereof. This Agreement and its provisions govern the procedures for termination of PULIDO; any practice or procedure contained in or arising from any personnel policies or past CITY practices relating to the employment, discipline, or termination of its employees shall not apply to the procedures utilized by CITY for termination of PULIDO.

5.1.1 If PULIDO is terminated without cause, or he separates from CITY employment by mutual agreement between the CITY and PULIDO, at any time prior to February 11, 2015, he shall not be entitled to severance pay.

5.1.2 If PULIDO is terminated without cause, or upon his separation by mutual agreement between the CITY and PULIDO, at any time on or after February 11, 2015 but prior to August 11, 2015, he shall be entitled to severance pay of twelve (12) months’ base salary, less any and all applicable or legally required deductions.

5.1.3 If PULIDO is terminated without cause, or upon his separation by mutual agreement between the CITY and PULIDO, at any time on or after August 11, 2015, he shall be entitled to severance pay of six (6) months’ base salary, less any and all applicable or legally required deductions and subject to the limitations of Government Code section 53260.

5.1.4 Severance pay shall be paid by the CITY within thirty (30) days of termination. PULIDO shall receive any and all compensation for accrued but unused vacation and sick leave time for which he is eligible under Section 3 in addition to any severance payment provided under section 5.1.

5.1.5 The foregoing notwithstanding, CITY shall not exercise its right to terminate PULIDO for convenience and without cause during the 30-day period immediately following any General Municipal Election of the CITY in which one or more City Council seats are subject to an election contest or during the 30-day period immediately following any Special Municipal Election of the CITY in which one or more City Council seats are subject to an election contest.

5.2 By Employee. PULIDO may terminate his employment for any reason, and at any time, with or without cause, by providing CITY with thirty (30) days advance written notice. Notwithstanding Section 5.1, above, in the event that PULIDO terminates his employment, CITY shall have the option, in its complete discretion, to make PULIDO’s termination effective at any time prior to the end of such 30-day period, provided CITY pays PULIDO all compensation due and owing him through the last day actually worked. In the event PULIDO resigns, he will not be entitled to severance pay.

5.3 By CITY for Cause. CITY may terminate this Agreement at any time by providing PULIDO written notice of his termination for cause. No severance payment shall be paid in the event CITY terminates this Agreement for cause, except that CITY shall pay PULIDO his accumulated and unused vacation leave as provided for in this Agreement. For
purposes of this Agreement, cause for termination shall include, but not be limited to, the following:

a. Commitment of any illegal or unethical act involving personal gain to PULIDO;

b. Willful or intentional failure or refusal to perform his duties and responsibilities consistent with his obligations under this Agreement, or to comply with lawful directives issued by the City Council pertaining to performance of his job duties and responsibilities;

c. Engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or time;

d. Material breach of the terms and conditions of this Agreement;

e. Any intentional or grossly negligent act or omission that materially and substantially:
   i. impedes or disrupts the operations of CITY or its organizational units;
   ii. is detrimental to PULIDO's safety, the safety of any other CITY official, agent, or employee, or public safety; or
   iii. violates properly established CITY rules or procedures as established by collective action of the City Council, including but not limited to the adoption of ordinances and resolutions;

f. Commission of an act of moral turpitude. Under California law, acts of moral turpitude are acts including, but not limited to dishonesty, fraud, and theft, violence or the threat of violence, driving under the influence, possession of controlled substances for sale, vandalism, abuse, lewd acts, and securities violations. The City Council will not make a finding or determination about whether PULIDO has engaged in such conduct without first providing PULIDO a full, fair opportunity to rebut, defend, and justify any such alleged act involving moral turpitude in an open or closed session, at PULIDO's sole choice, provided that PULIDO may be placed on administrative leave without pay pending the outcome of any CITY investigation of such acts;

g. Conviction of a felony, or plea of, guilty or nolo contendere or conviction of a misdemeanor involving moral turpitude, provided that PULIDO may be placed on administrative leave without pay should he be charged with any such crime;

h. Willful or negligent destruction, misappropriation, or misuse of public property, waste of public supplies, or use of public property or supplies for other than a public purpose;
i. Willful political activity involving the support of (or opposition to) candidates for City Council;

j. Willful and unlawful retaliation against any other CITY officer or employee or member of the general public who in good faith discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of law occurring on the job or directly related thereto;

k. Violation of any conflict of interest or incompatibility of office laws including, but not limited to the Political Reform Act and Government Code § 1090;

l. Willful violation of any laws involving an abuse of office or position, as defined in Government Code § 53243.4;

m. Performance of material outside business interests;

n. Abuse of any prescription or non-prescription drugs, alcohol, or controlled substances that affect the performance of the City Manager’s duties;

o. Engaging in conduct tending to bring embarrassment or disrepute to CITY; and/or

p. Unexcused absences from work for three (3) consecutive days without notice, except in case of emergency.

PULIDO expressly waives any rights provided for Administrative Personnel under CITY’s Personnel Policies, any rights provided for the City Manager or Administrative Personnel under the Cudahy Municipal Code, or under state or federal law to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination.

5.4 **Termination Obligation.** PULIDO agrees that all property, including without limitation, all equipment, tangible Proprietary Information (as defined in Section 6, below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of PULIDO’s employment. PULIDO’s obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5.5 **Benefits Upon Termination.** All benefits to which PULIDO is entitled under this Agreement shall cease upon PULIDO’s termination in accordance with this Section 5, unless expressly continued either under this Agreement, under any specific written policy or benefit plan applicable to PULIDO, or unless otherwise required by law.

5.6 **Cessation of Work Due to Non-Permanent Illness or Injury.** In addition to any right of termination set forth under Sections 5.1 and 5.3, above, CITY reserves the right to terminate PULIDO’s employment along with this Agreement if PULIDO ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California’s Fair Employment and
Housing Act; and (iii) where the cessation of work continues beyond the longer of the following: a period of four successive weeks beyond PULIDO's accrued sick leave; or a period of twenty consecutive days beyond a period of thirty consecutive days of incapacity due to the illness or injury.

5.7 Disability. In addition to any right of termination set forth under Sections 5.1 and 5.3, above, CITY reserves the right to terminate PULIDO's employment along with this Agreement after PULIDO suffers any physical or mental disability that does not arise out of the course of employment and that prevents the performance of PULIDO's essential job duties, unless reasonable accommodation can be made to allow PULIDO to continue working. The foregoing notwithstanding, CITY may terminate PULIDO if the disability poses a direct threat to CITY, PULIDO or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. The CITY will not provide a severance payment if PULIDO is terminated under this Section of this Agreement.

5.8 Illness, Injury or Disability Arising Out of the Course of Employment. In the event PULIDO suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate PULIDO solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers' compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C. §§ 12101 et. seq.) and the California Fair Employment and Housing Act. Further, PULIDO's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

5.9 Medical Examination. PULIDO agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by the CITY, in the event a decision must be made under Sections 5.6 through 5.8. CITY and PULIDO shall receive a copy of all medical reports related to the examination.

5.10 Death of Employee. This Agreement along with PULIDO's employment shall terminate automatically upon PULIDO's death.

SECTION 6. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its elected and appointed officials, officers, employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, PULIDO shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination,
PULIDO shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. PULIDO’s obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

SECTION 7. Conflict of Interest. PULIDO represents and warrants to CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

SECTION 8. Professional Development. The CITY acknowledges its interest in PULIDO’s continuing professional development and agrees to allow and pay all expenses associated with his attendance at annual conferences of the International City Management Association, League of California Cities, and California City Managers Association. Further, the CITY agrees to pay the membership dues for PULIDO in the International City Management Association and City Manager’s Department of the League of California Cities. With the prior consent of the Council, the CITY agrees to allow PULIDO to attend and participate in such other professional associations and conferences as may be mutually agreeable to both parties. The CITY acknowledges the right of PULIDO to engage in other professional activities as long as they do not interfere or conflict with PULIDO’s duties as City Manager. Such professional activities may include teaching, writing, consulting and others.


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

City’s Notice Address:

City of Cudahy
5220 Santa Ana Street
Cudahy, California 90201
Attn: Mayor and City Council

Pulido’s Notice Address: [Deliver to last updated address in personnel file]

9.2 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code §§ 810 et seq.], CITY will indemnify, defend, and hold PULIDO harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring within the course and scope of PULIDO’s duties as City Manager during PULIDO’s tenure as City Manager. The CITY shall pay the amount of any
settlement or judgment thereon; provided that PULIDO cooperates in the defense of the claim, demand, or action. In this regard, the CITY shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement rendered thereon. Notwithstanding the foregoing, the CITY shall have no duty to indemnify, defend or hold PULIDO harmless from any criminal proceeding or with regard to any civil, criminal or administrative proceeding initiated by him.

Without limiting the application of this Section 9.2, nothing in this Agreement shall expand the CITY’S defense and indemnification obligations beyond those provided in the Tort Claims Act and Government Code §§ 995-996.6. Further, in the event CITY provides funds for legal criminal defense pursuant to this sub-section and the terms of the Government Code, PULIDO shall reimburse the CITY for such legal criminal defense funds, and for any paid leave provided pursuant to Section 5.3 above, if PULIDO is convicted of a crime involving an abuse of office of position as provided by Government Code §§ 53243-53243.4.

9.3 Bonding. The CITY shall bear the full cost of any fidelity or other bonds required of the City Manager under any laws or ordinance.

9.4 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of PULIDO’s employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of PULIDO, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to PULIDO and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

9.5 Amendments. This Agreement may not be altered, amended or modified except in a written document signed by PULIDO, approved by the City Council and signed by CITY’s Mayor or designee.

9.6 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the party making the waiver.

9.7 Assignment. PULIDO shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to PULIDO, assign its rights and obligations hereunder.

9.8 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

9.9 Attorneys’ Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs.
9.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue properly only in Los Angeles County, State of California.

9.11 **Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Each party waives its future right to claim, contest, or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

9.12 **Acknowledgment.** PULIDO acknowledges that he has had the opportunity to consult legal counsel with regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

9.13 **Miscellaneous.** The provisions of Chapter 2.12 of the Cudahy Municipal Code relating to the City Manager are incorporated into this Agreement by this reference, as amended from time to time.

**IN WITNESS WHEREOF,** CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Interim City Clerk, and PULIDO has signed and executed this Agreement, as of the date first indicated above.

**CITY OF CUDAHY**

By: [Signature]
Chris Garcia, Mayor

**CITY MANAGER**

By: [Signature]
Jose P. Pulido, City Manager

**APPROVED AS TO FORM:**

By: [Signature]
Isabel Birrueta, Assistant City Attorney

**ATTEST:**

By: [Signature]
Donna Schwartz, Interim City Clerk
STAFF REPORT

Date: November 5, 2019
To: Honorable Mayor and City Council
From: Office of the City Attorney
Subject: Consideration and Adoption of Urgency Ordinance No. 703 Establishing Interim Rent Control Measures for a 45-day Period

RECOMMENDATION

It is recommended that the City Council adopt Urgency Ordinance No. 703 establishing interim rent control measures for multi-family properties citywide for a 45-day period with the ability to extend further.

BACKGROUND

1. In August 2019, the City Council received presentations from City staff on rent control and rent stabilization.

2. On October 8, 2019, Governor Gavin Newsom signed Assembly Bill 1482 (AB 1482), officially the Tenant Protection Act of 2019, which will limit annual rent increases at 5% plus the rate of inflation. The law, which takes effect on January 1, 2020, will also apply “just cause” eviction policies to qualified housing across California. AB 1482 will remain in effect until 2030 and will affect an estimated 2.4 million apartments.

3. In an effort to address residents’ concerns over increasing rents and evictions, staff has looked into actions taken by surrounding jurisdictions in response to recent rent control developments and State legislation. Staff has found that the County of Los Angeles and the Cities of Inglewood, Culver City, and Bell Gardens have all adopted either interim or permanent ordinances to establish rent control measures and policies to protect tenants from becoming displaced.
4. Keeping in mind the housing crisis, the homeless crisis, commuting times to and from work, and increasing income gaps, the City proposes to establish a temporary moratorium on rent increases over 3%. This interim ordinance will give staff adequate time to research the issues and come back with more concrete measures in an effort to be fair to both tenants and landlords.

**ANALYSIS**

By establishing a temporary freeze on excessive rent increases (i.e., over 3% increase), staff will have time to research and give the City Council enough data to make an informed decision on a permanent ordinance.

Staff has thus far looked at actions from the following agencies:

1. County of Los Angeles;
2. Culver City;
3. City of Inglewood;
4. City of Bell Gardens.

**County of Los Angeles**

According to the Los Angeles Homeless Services Authority (LAHSA), the County of Los Angeles has the highest rate of unsheltered homeless people in the country. LAHSA further shows that more than 25% of those individuals became homeless for the first time in 2017. The sudden rise in homelessness is now being correlated to having an affordable place to live in. On September 11, 2018, the County Board of Supervisors adopted an interim rent control ordinance restricting landlords from raising rents more than 3% per year. Cudahy's proposed ordinance is based largely on this example, which staff considers to be fair to both the tenant and the landlord until further research can take place. In November of 2018, the County further voted on an ordinance to apply the “rent freeze” only to unincorporated Los Angeles County and only to multi-unit buildings constructed before 1995 (excluding condominiums and single-family homes).

**Culver City**

On August 12, 2019, Culver City adopted an urgency ordinance establishing interim rent control measures that were modeled after the Los Angeles County ordinance. In addition to a maximum rent increase percentage, the ordinance also included “just cause” and “no fault” eviction provisions, a rental registry, and relocation assistance benefits. Staff will be looking further into these tenant protection provisions to create an ordinance that will best fit the needs of Cudahy.
City of Inglewood
The City of Inglewood has experienced a drastic increase in rents primarily due to the influx of wealth coming in via its new football stadium. Property values have skyrocketed and landlords are now seeing a rise in demand and are raising rents to meet that demand. Since 60% of Inglewood’s population are renters, this has had a big impact on its residents. On March 5, 2019, the City also adopted an urgency ordinance placing a moratorium on rent increases, which was effective immediately for 45 days, after which they extended it for up to a full year. Inglewood’s ordinance is similar to LA County’s in that it excludes condominiums and single-family homes. However, the ordinance is less stringent on rent control in that it allows for a 5% increase versus the 3% adopted by the County and proposed by Cudahy.

City of Bell Gardens
On October 28, 2019, Bell Gardens adopted an urgency ordinance, effective for a period of 45 days, establishing interim rent control measures prohibiting residential rent increases in excess of 3% above the monthly rent, prohibiting more than one rent increase in any 12 month period, and regulating the reasons landlords are permitted to terminate certain residential tenancies. Cudahy’s proposed ordinance is also largely modeled after this example.

CONCLUSION
Based on the foregoing, staff believes it is in the City’s best interest to adopt an urgency interim ordinance protecting tenants from eviction without just cause while further study takes place. Staff therefore recommends the adoption of proposed Urgency Ordinance No. 703 with the ability to extend it further by 10 months and 15 days if the Council so desires prior to the Ordinance’s expiration on December 20, 2019.

FINANCIAL IMPACT
There is no anticipated fiscal impact associated with this action.

ATTACHMENTS
A. Urgency Ordinance No. 703
B. Los Angeles County Ordinance
C. Culver City Ordinance
D. Inglewood Ordinance
E. Bell Gardens Ordinance
URGENCY ORDINANCE NO. 703

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, ESTABLISHING INTERIM RENT CONTROL MEASURES FOR A 45-DAY PERIOD, INCLUDING BUT NOT LIMITED TO, A PROHIBITION OF RENT INCREASES ABOVE 3 PERCENT WITHIN A 12-MONTH PERIOD, WITH THE ABILITY TO EXTEND THE ORDINANCE FOR AN ADDITIONAL 10 MONTHS AND 15 DAYS FOR FURTHER STUDY

WHEREAS, the City of Cudahy ("City") is a general law city incorporated under the laws of the State of California; and

WHEREAS, pursuant to its police power, the City may enact and enforce laws within its boundaries which promote the public health, morals, safety, or general welfare of the community, and are not in conflict with general laws; and

WHEREAS, it has come to the City’s attention that rents throughout the Los Angeles County area are continuing to rise as real estate costs rise, which is leading to a decrease in affordability for many and potential homelessness; and

WHEREAS, the City Council of the City of Cudahy ("City Council") has considered these rising rent costs and requires additional time to create an ordinance that would address both Tenant and Landlord concerns; and

WHEREAS, this urgency interim ordinance is intended to temporarily stabilize rent increases for tenants while still allowing a maximum 3 percent rent increase for Landlords while the City further studies the issue to come up with a permanent rent control program; and

WHEREAS, failure to adopt this temporary ordinance may subject renters to economic hardship and potential displacement that may lead to homelessness to the detriment of the public health, safety and welfare; and

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

SECTION 1. Findings. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Definitions. For the purposes of this interim ordinance, the following definitions shall apply:

A. “Base Rent” means the monthly Rent that was in effect on November 5, 2019.

B. “Covered Rental Unit(s)” means any Rental Unit except for:

   a. A dwelling unit which is alienable separate from the title to any other
dwelling unit or which is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Section 11004.5 of the Business and Professions Code;

b. A dwelling unit for which a certificate of occupancy was issued after February 1, 1995; or

c. Any other dwelling unit exempt from the Costa-Hawkins Rental Housing Act (California Civil Code Section 1954.52) or any other applicable state or federal law.

C. “Director” means the City Manager, or his or her designee.

D. “Hearing Officer” means the person designated by the Director to conduct a review hearing under Section 5 of this interim ordinance. The Hearing Officer shall not be the enforcement officer that investigated the matter and/or issued the notice of administrative fine under Section 6 of this interim ordinance that is the subject of the administrative hearing or the immediate supervisor of that enforcement officer.

E. “Housing Services” means all services provided by the Landlord related to the use or occupancy of a Covered rental unit, including but not limited to, insurance, repairs, replacement, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, recreational areas and/or pools, Janitorial service, refuse removal, furnishings, parking, storage, and security services.

F. “Just Cause” shall have the same meaning as the future California Civil Code Section 1946.2(b), as amended by Section 2 of the Tenant Protection Act of 2019.

G. “Landlord” means an owner, lessor, or sublessor who receives or is entitled to receive Rent of the use and occupancy of any Covered Rental Unit or Rental Unit or portion thereof, and the representative, agent, or successor of such owner, lessor, or sublessor. For purposes of this interim ordinance, a Landlord does not include an individual whose primary residence is the same Covered Rental Unit as the Tenant.

H. “Notice of Termination” means a written notice from a Landlord to a Tenant that, in addition to any information required by State or federal law to terminate a residential tenancy, identifies at least one For Cause or No Fault reason that permits the Landlord to terminate the tenancy.

I. “Rent(s)” is the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Covered Rental Unit, including tenant’s access to and use of Housing Services.
Rent includes without limitation, the fair market value of goods accepted, labor performed, or services rendered.

J. “Responsible Person” is a person responsible for, or alleged to be responsible for, a violation of this interim ordinance.

K. “Tenant” means a person entitled, by written or oral agreement, or by sufferance, to the use or occupancy of any Covered Rental Unit or Rental Unit.

L. “Rental Unit(s)” means any dwelling units as defined in California Civil Code section 1940, subsection (c), including joint living and work quarters used or occupied in consideration of payment of Rent. This definition applies to any dwelling space that is actually used for residential purposes, whether or not the residential use is legally permitted, including live-work spaces, mobile homes rented by the owner of a mobile home to a Tenant, and accessory dwelling units. For purposes of compliance with this interim ordinance, Rental Unit does not mean any dwelling unit in which the Landlord or any member of his/her immediate family occupies one of the dwelling units on the property containing the Rental Unit and it is necessary for the Landlord or any member of his/her immediate family to use either a bathroom or kitchen facility common with the tenant.

SECTION 3. Rent Increases. As of the effective date of this interim ordinance, and until December 20, 2019, no Landlord in the City of Cudahy may request, receive, or retain Rent for a Covered Rental Unit from an existing Tenant whose tenancy began before or on November 5, 2019, in an amount that exceeds the monthly Rent that was in effect on November 5, 2019, plus any Rent increase authorized by this Section. Until December 20, 2019, no Landlord may request, receive, or retain Rent for a Covered Rental Unit from a Tenant whose tenancy began after November 5, 2019, which amount exceeds the initial monthly Rent charged for the Covered Rental Unit, plus any increase authorized by this Section.

A. While this interim ordinance is in effect, the monthly Rent charged for a Covered Rental Unit that is continuously occupied by the same Tenant may be increased no more than three percent (3%) in any 12-month period. For any Covered Rental Unit in which Rent for the Tenant household has been increased more than three percent (3%) since November 5, 2019, Rent for that particular Tenant household shall be capped at the Rent as of November 5, plus three percent (3%) for the twelve (12) months following the effective date of the Rent increase.

B. In the event that a Tenant household has already paid Rent in excess of an three percent (3%) increase over their November 5, 2019 rent, the Landlord shall credit the Tenant for the balance of the overpayment. The Landlord may elect to either: (a) pay the Tenant the balance of the overpayment directly in one lump sum, or (b) give the Tenant a credit against the Rent otherwise due from the
Tenant to the Landlord over a six-month period. In the event the Landlord elects to pay the Tenant in one lump sum, the payment shall be due on or before the next Rent payment is due from the Tenant to the Landlord after the effective date of this interim ordinance. In the event the landlord elects to give the Tenant a credit over a six-month period, the credit shall be granted beginning the first date a Rent payment is due from the Tenant to the Landlord after the effective date of this interim ordinance. Any payment or credit under this subsection shall be enforceable notwithstanding the expiration of this interim ordinance.

C. For any Covered Rental Unit in which Rent for a particular Tenant household has not been increased by three percent (3%) of the Rent charged on November 5, 2019, the Rent for that particular Tenant household may only be increased following the effective date of this interim ordinance by an amount that, when added to the amount of any Rent increase noticed on or after November 5, 2019, does not exceed three percent (3%) of the monthly Rent charged on November 5, 2019, or of the initial rent charged if the tenancy began after November 5, 2019.

D. A decrease in Housing Services is considered an increase in Rent. A Tenant may petition for an adjustment in rent based on a decrease in Housing Services under the process set forth in Section 7 of this interim ordinance.

SECTION 4. Evictions. While this interim ordinance is in effect, no Landlord shall serve a Notice of Termination or otherwise move to terminate a Tenant’s tenancy without Just Cause. This section shall not limit a Landlord’s ability to repurpose a property for non-rental uses.

SECTION 5. Exceptions and Exemptions. The following are exempt from this interim ordinance:

A. Accommodations in motels, hotels, inns, tourist houses, rooming houses, and boarding houses, provided that such accommodations are not occupied by the same tenant for thirty (30) or more days;

B. Commercial units; and

C. Housing accommodation in any hospital, convent, monastery, extended care facility, convalescent home, nonprofit home for the aged, or dormitory operated by an educational institution. This interim ordinance does not regulate the initial Rent at which a unit is offered.

SECTION 6. Enforcement. In any action by a Landlord to recover possession of a Rental Unit, the Tenant may raise as an affirmative defense any violation or noncompliance with the provisions of this interim ordinance.
SECTION 7. Petition for Relief.

A. Petition Process. If a Landlord desires to increase the rent for a Covered Rental Unit in an amount greater than allowed in Section 3 of this interim ordinance, and the Landlord contends that the limitations on Rent increases in Section 3 will prevent the Landlord from receiving a fair and reasonable return with respect to the operation of the property containing the Covered Rental Unit, the Landlord may file a petition with the Community Development Department by requesting a hearing, which will be heard by a Hearing Office appointed by the Director. The Landlord shall mail a copy of the petition by first class mail, postage prepaid, to all Tenants whose Rents are the subject of the petition within five (5) calendar days after the date the petition is filed. Within ten (10) calendar days after the date the petition is filed, the Landlord shall file a proof of service signed under penalty of perjury stating that a copy of the petition was mailed to all such Tenants. The petition shall include a statement indicating the basis on which the Landlord contends that the limitations of this interim ordinance on Rent increases will prevent the Landlord from receiving a fair and reasonable return, together with any evidence that the Landlord wants the Hearing Officer to consider. The Landlord shall bear the burden of proving by a preponderance of the evidence at the hearing that because of the implementation of this interim ordinance, the Landlord is unable to obtain a fair and reasonable return.

B. Hearing Process.

a. A hearing before the Hearing Office shall be set for a date no sooner than fifteen (15) days and no later than sixty (60) days after receipt of the request and proof of service on any request complying with the requirements of this Section 7, unless the Hearing Officer determines that good cause exists for an extension of time. The Hearing Officer shall send written notice to the Landlord and the Tenant of the date, time, and place set for the hearing. Upon receipt, the Landlord shall post such notice in a conspicuous place at the affected property including the Covered Rental Units that are the subject of the petition. Such notice shall be placed on a written instrument that is at least eleven (11) inches in width and seventeen (17) inches in length, and shall be placed not less than four (4) feet above ground level in the common area, at the entry or entries to the building or units, or other similar location or locations as necessary to provide Tenants a reasonable opportunity to view the notice and be advised of the hearing. Within five (5) calendar days of receipt of the notice of hearing, the Landlord shall personally deliver a copy of the notice to each Tenant in the affected Covered Rental Units.

b. At the hearing, the Landlord shall be given the opportunity to testify, call witnesses, and to present evidence concerning the petition. The Hearing Officer shall then hear testimony from the Tenants in the affected Covered
Rental Units. The Hearing Office may continue the hearing and request additional information from the Landlord or Tenants prior to issuing a written decision. The Hearing Officer shall have the power to issue orders to keep order and decorum during the hearing. All hearings conducted by the Hearing Officer shall be open to the public.

c. The Hearing Officer may, in his or her discretion, grant a continuance of the hearing date upon a request and a showing of good cause by the Landlord or Tenant. The request must be made in writing and be received by the Hearing Officer at least five (5) business days prior to the hearing date. In the instance of a Landlord's continuance request, the Landlord must personally deliver a copy of the request to the affected Tenant(s). In the instance of a Tenant's continuance request, the Tenant must personally deliver a copy of the request to the Landlord. In no event shall the continuance be longer than fifteen (15) calendar days from the originally scheduled hearing date.

d. The cost of the hearing, including but not limited to a Hearing Officer's fee, shall be borne by the petitioner.

C. Evaluation of Petitions. In evaluating the petitions from a Landlord or Tenant, the Hearing Officer shall consider all relevant factors that may potentially impact a Landlord's ability to obtain a fair and reasonable return and shall consider the basis for the calculation of any increase in Rent. Relevant factors may include, but are not limited to, changes in costs to the Landlord attributable to increased utility rates, property taxes, insurance, advertising, variable mortgage interest rates, governmental assessments and fees, incidental services, employee costs, normal repair and maintenance, upgrading and addition of amenities or services, rent rolls, financial statements, expert analysis, and relevant studies.

D. Hearing Officer Decision. After considering all of the testimony and evidence submitted at the hearing, within twenty (20) calendar days after the conclusion of the hearing, the Hearing Officer shall issue a written decision denying, affirming or modifying the petition and shall adopt written findings in support of that decision. The written decision shall be served by first-class mail, postage prepaid on the Landlord and any Tenants in the affected Covered Rental Unit. The Hearing Officer's decision shall be final.

E. Judicial Review of Hearing Officer Decision. Any person directly aggrieved by an administrative decision of a Hearing Officer pertaining to a Petition for Relief from this interim ordinance may seek judicial review in the Superior Court pursuant to Government Code Section 53069.4 and/or Code of Civil Procedure Sections 1094.5 and 1094.6.
F. Timing of Petitions and Hearing. Any petition that is timely filed before the expiration of this interim ordinance may continue to be adjudicated. Relief may be granted retroactively to the date the petition was filed.

SECTION 8. Inconsistent Provisions. Any provision of the Cudahy Municipal Code or appendices thereto that conflicts with the provisions of this interim ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this interim ordinance.

SECTION 9. Severability. If any section, subsection, sentence, clause, or phrase of this interim 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 interim 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 thereof would be subsequently declared invalid or unconstitutional.

SECTION 10. Sunset Date. This interim ordinance shall expire by its own terms after December 20, 2019, unless otherwise extended.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy, State of California, on this 5th day of November 2019, by the following vote:

__________________________
Jose R. Gonzalez
Mayor

ATTEST:

__________________________
Richard Iglesias
Assistant City Clerk
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF CUDAHY

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the
foregoing Interim Urgency Ordinance No. 703 was passed and adopted by the City
Council of the City of Cudahy at a regular meeting held on the 5th day of November 2019,
and that said Ordinance was adopted by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

__________________________
Richard Iglesias
Assistant City Clerk
ANALYSIS

This interim ordinance temporarily imposes a moratorium as of the effective date of this interim ordinance that prohibits rent increases in excess of three percent (3%) above the monthly rent in effect on September 11, 2018 and prohibits more than one rent increase in any twelve month period, and regulates the reasons Landlords are permitted to terminate certain residential tenancies as of the effective date of this interim ordinance, for residential rental properties in the unincorporated territory of the County of Los Angeles, except those properties that are defined as exempt.

This interim ordinance expires upon the expiration of the one hundred eightieth (180th) day following its effective date, unless extended or replaced by the Board of Supervisors with a permanent Residential Rent Regulation Ordinance.

MARY C. WICKHAM
County Counsel

By

BEHNAZ TASHAKORIAN
Senior Deputy County Counsel

BT: gjh

Requested: 9/18/18
Revised: 10/31/18
ORDINANCE NO. 2018-0045

An interim ordinance for the immediate preservation of the public peace, health, and safety which temporarily imposes a moratorium as of the effective date of this ordinance that prohibits residential rent increases in excess of three percent (3%) above the monthly rent in effect on September 11, 2018, and prohibits more than one rent increase in any twelve month period, and regulates the reasons Landlords are permitted to terminate certain residential tenancies. This interim ordinance is effective for a period of one hundred eighty (180) days on residential rental units located in the unincorporated areas of the County of Los Angeles except those properties that are defined as exempt.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Interim Prohibition.

A. Interim Prohibition on Rent Increases. No Landlord in the unincorporated area of the county of Los Angeles may request or receive Rent for the monthly use and occupancy of a Covered Rental Unit in excess of the allowable monthly amount of Rent due and payable under this interim ordinance.

B. Exemptions. This interim prohibition shall not apply to any dwelling units expressly exempt pursuant to any provision of State or federal law, and such units shall be exempt from the provisions of this ordinance. The following dwelling units are also exempt from the provisions of this interim ordinance:

1. Any unit that has a certificate of occupancy or equivalent permit for residential occupancy issued after February 1, 1995. For this purpose, certificate
of occupancy is the certificate first issued before the property is used for any residential purposes; or

2. Any dwelling unit that is alienable separate from the title to any other dwelling unit, including without limitation single family residences and condominiums, but excluding mobilehomes offered for rent by the owner of the mobilehome; or is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of section 11004.5 of the California Business and Professions Code.

SECTION 2. Definitions.

For purposes of this interim ordinance, the following definitions shall apply:

A. "Code" means the Los Angeles County Code.

B. "County" means the County of Los Angeles.

C. "Covered Rental Unit(s)" means any dwelling unit as defined in California Civil Code section 1940, subsection (c), including joint living and work quarters, located in unincorporated areas of the County and used or occupied in consideration of payment of Rent with the exception of those units designated in Section 1 of this interim ordinance as exempt. This definition applies to any dwelling space that is actually used for residential purposes, including live-work spaces and mobilehomes rented by the owner of a mobilehome to a Tenant, whether or not the residential use is legally permitted.

D. "DCBA" means the Department of Consumer and Business Affairs of the County of Los Angeles.

E. "Director" means the Director of Department of Consumer and Business Affairs.
F. "For Cause" means a termination of tenancy for one of the reasons specified in subsection B of Section 4 of this interim ordinance.

G. "Hearing Officer" means the person designated by the Director to conduct a review hearing under Section 5 of this interim ordinance. The Hearing Officer shall not be the enforcement officer that investigated the matter and/or issued the notice of administrative fine under Section 6 of this interim ordinance that is the subject of the administrative hearing or the immediate supervisor of that enforcement officer.

H. "Housing Services" means all services provided by the Landlord related to the use or occupancy of a Covered Rental Unit, including, but not limited to, insurance, repairs, replacement, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, recreational areas and/or pools, janitorial service, refuse removal, furnishings, parking, storage, and security services.

I. "Landlord" means an owner, lessor, or sublessor who receives or is entitled to receive Rent for the use and occupancy of any Covered Rental Unit or portion thereof, and the representative, agent, or successor of such owner, lessor, or sublessor. For purposes of this interim ordinance, a Landlord does not include an individual whose primary residence is the same Covered Rental Unit as the Tenant.

J. "Material Rental Agreement Term" means any provision in a rental agreement that is reasonable, legal, and accepted in writing by the Tenant as material. Adding additional occupants in an existing tenancy is not a breach of a Material Rental Agreement Term so long as the number of occupants does not exceed the maximum number of occupants as determined by State law, and new terms added to an existing
rental agreement cannot be considered a Material Rental Agreement Term unless expressly consented to in writing by the Tenant.

K. "No Fault" means a termination of tenancy for one of the reasons specified in subsection C of Section 4 of this interim ordinance.

L. "Notice of Termination" means a written notice from a Landlord to a Tenant that, in addition to any information required by State or federal law to terminate a residential tenancy, identifies at least one For Cause or No Fault reason that permits the Landlord to terminate the tenancy.

M. "Rent(s)" is the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Covered Rental Unit, including Tenant's access to and use of Housing Services. Rent includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered. Rent does not include the direct cost of the Los Angeles County Measure W parcel tax if such cost is passed through to a Tenant by a Small Landlord.

N. "Responsible Person" is a person responsible for, or alleged to be responsible for, a violation of this interim ordinance.

O. "Small Landlord" means a Landlord that is the owner of, or has common ownership or common control of, 50 or fewer residential rental units in the County. For purposes of this definition, "owner" means the owner of record or the holder of an equitable or legal interest in property, including any person, persons, or entity with at least a 10% interest in the property, either directly or by owning or controlling an entity with at least a 10% interest in the property. "Common ownership" means two or more
residential rental units that share an owner, are owned or controlled by an owner’s spouse or registered domestic partner, or are under the direct or indirect control of one person or legal entity through ownership, management, contract, or otherwise.
"Common control" means two or more owners that directly or indirectly (1) share a managing member or members in the case of a limited liability company; (2) share a managing general partner or partners in the case of a partnership; or (3) are under the management or control of boards of directors or officers that overlap by fifty percent (50%) or more in the case of a corporation.

P. "State" means state of California.

Q. "Tenant" means a person entitled, by written or oral agreement, or by sufferance, to the use or occupancy of any Covered Rental Unit.

SECTION 3. Rent Increases.

As of the effective date of this interim ordinance, no Landlord may request, receive, or retain Rent for a Covered Rental Unit from an existing Tenant whose tenancy began before or on September 11, 2018, in an amount that exceeds the monthly Rent that was in effect on September 11, 2018, plus any rent increase authorized by this Section. No Landlord may request, receive, or retain Rent for a Covered Rental Unit from a Tenant whose tenancy began after September 11, 2018, which amount exceeds the initial monthly Rent charged for the Covered Rental Unit, plus any increase authorized by this Section, if applicable.

A. Rent Increases Generally.

While this interim ordinance is in effect, Rent for a Covered Rental Unit may be increased no more than three percent (3%) above either the monthly Rent charged on
September 11, 2018 or the initial monthly Rent charged for tenancies that began after September 11, 2018.

1. In the event that a Tenant household has already paid Rent in excess of three percent (3%) increase above the Rent charged on September 11, 2018, then the Landlord shall credit the Tenant for the balance of the overpayment. The Landlord may elect to either: (a) pay the Tenant the balance of the overpayment directly in one lump sum, or (b) give the Tenant a credit against the Rent otherwise due from the Tenant to the Landlord over a six-month period.

2. For any Covered Rental Unit in which Rent for a particular Tenant household has not been increased by three percent (3%) of the month Rent Charged on September 11, 2018, the Rent for that particular Tenant household may only be increased following the effective date of this interim ordinance by an amount that, when added to the amount of any Rent increase noticed on or after September 11, 2018, does not exceed three percent (3%) of the monthly Rent charged on September 11, 2018, or of the initial Rent charged if the tenancy began after September 11, 2018.

3. Not more than one Rent increase may be imposed on a Tenant household in any twelve-month period following the effective date of the interim ordinance.

B. Rent Increases following Vacancies.

Notwithstanding anything else in this interim ordinance to the contrary, a Landlord may set an initial Rent for Covered Rental Units without restriction at the commencement of a tenancy where no Tenant is an occupant of the Covered Rental
Unit in question. After the Landlord sets the initial Rent for such Covered Rental Units, the Landlord may only increase a Tenant's Rent as provided by this interim ordinance.

C. Housing Service Adjustments.

A decrease in Housing Services is considered an increase in Rent. A Tenant may petition for an adjustment in Rent based on a decrease in Housing Services under the process set forth in Section 5 of this interim ordinance.

SECTION 4. Evictions.

A. Cause Required to Terminate Tenancy.

No Landlord may terminate a residential tenancy of a Tenant occupying a Covered Rental Unit unless the Landlord can demonstrate:

1. The Landlord served a Notice of Termination on the Tenant via certified mail, return receipt requested; and
2. The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Covered Rental Unit beyond the term of the terminated tenancy in compliance with California Civil Code sections 1945, 1946, and 1946.1; and
3. The termination qualifies as a For Cause or No Fault termination; and
4. The Landlord has submitted to the DCBA, 500 W. Temple Street, Room B-96, Los Angeles, CA 90012 via certified mail, return receipt requested within five (5) calendar days after service on the Tenant, a true and accurate copy of the Notice of Termination, with proof of such service on the tenant(s) attached. Landlord
shall maintain proof of service to the County as evidence that Landlord has complied with this subsection A.4 of Section 4.

A Tenant may challenge the validity of a Landlord’s legal action to terminate a tenancy, including a suit for unlawful detainer, based on a Landlord’s failure to comply with any or all of the requirements included in subsections A.1 through A.4 of this Section 4, including the Landlord’s failure to provide the DCBA with a true and accurate copy of the Notice of Termination with proof of service. The DCBA will accept copies of all Notices of Termination received in accordance with this Section 4 and, upon written request of a Tenant who verifies residency in the Covered Rental Unit that is the subject of the Notice of Termination, and/or upon the written request of the Landlord who submitted the Notice of Termination, will endeavor to provide confirmation to the requesting party that such Notice of Termination was received; however, the County assumes no responsibility for errors or omissions in its response, and the County’s response or lack thereof shall in no way create a County duty, impose an obligation on the County with respect to the requirements of this Section 4, or otherwise lead to legal or equitable liability on behalf of the County.

B. For Cause Termination.

If a Landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as a For Cause termination:

1. Tenant failed to pay Rent within three (3) days of receiving written notice from the Landlord demanding payment as provided in subsection 2 of California Code of Civil Procedure section 1161; or
2. Tenant violated a Material Rental Agreement Term as provided in subsection 3 of California Code of Civil Procedure section 1161 and did not cure such violation within ten (10) days after receiving written notice from the Landlord of such violation.

3. Tenant has continued to refuse, after Landlord has provided a written request, reasonable access to the Covered Rental Unit by the Landlord in accordance with California Civil Code section 1954.

4. Tenant has used the Covered Rental Unit to create a nuisance or for an illegal purpose as provided in subsection 4 of California Code of Civil Procedure section 1161, including:

   a. any crime committed by a Tenant of a Covered Rental Unit which involves use of a gun, a deadly weapon or serious bodily injury and for which a police report has been filed, but not a crime that is committed against a person residing in the same Covered Rental Unit as the person committing the crime; or

   b. any threat of violent crime, which includes any statement made by a Tenant, or at his or her request, by his or her agent to any person who is on the premises that includes the Covered Rental Unit or to the Landlord, or his or her agent, threatening the commission of a crime which will result in death or great bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is so unequivocal, immediate and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained
fear for his or her own safety or for his or her immediate family's safety, but not including a threat that is committed against a person who is residing in the same Covered Rental Unit as the person making the threat; or

   c. Tenant has created or is maintaining a dangerous and unsanitary condition and that condition has not been promptly abated or repaired after written notice to the Tenant from the Landlord and the passage of a reasonable cure period.

   The act or acts constituting domestic violence or sexual assault or stalking against the Tenant or a member of Tenant's household cannot form the substantial basis of a For Cause reason to terminate the tenancy of the victim of such acts. A member of a Tenant household may raise such facts as an affirmative defense to an action terminating the tenancy.

   C. No Fault Termination.

   If a Landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as a No Fault termination:

   1. Landlord will imminently demolish the Covered Rental Unit or otherwise permanently remove the property containing the Covered Rental Unit from any residential rental use or purpose, in accordance with California Government Code sections 7060 through 7060.7.

   2. Landlord seeks in good faith to recover possession of the Covered Rental Unit for use and occupancy as a primary place of residence by the Landlord or the Landlord's spouse, registered domestic partner, children, grandchildren, parents, or grandparents. The Covered Dwelling Unit must be occupied as the primary residence

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within three (3) months of the Tenant household vacating the Covered Dwelling Unit, and the Covered Dwelling Unit must continue to be occupied as the primary residence for at least one year.

SECTION 5. Petitions.

A. Petitions for Relief from Moratorium.

If a Landlord desires to increase the Rent for a Covered Rental Unit in an amount greater than allowed in Section 3 of this interim ordinance, and the Landlord contends that the limitations on Rent increases in Section 3 will prevent the Landlord from receiving a fair and reasonable return with respect to the operation of the property containing the Covered Rental Unit, the Landlord may file a petition with DCBA requesting a hearing, which will be heard by a Hearing Officer appointed by the Director. The Landlord shall mail a copy of the petition by first class mail, postage prepaid, to all Tenants whose Rents are the subject of the petition within five (5) calendar days after the date the petition is filed. Within ten (10) calendar days after the date the petition is filed, the Landlord shall file a proof of service signed under penalty of perjury stating that a copy of the petition was mailed to all such Tenants. The petition shall include a statement indicating the basis on which the Landlord contends that the limitations of this interim ordinance on Rent increases will prevent the Landlord from receiving a fair and reasonable return, together with any evidence that the Landlord wants the Hearing Officer to consider. The Landlord shall bear the burden of proving by a preponderance of the evidence at the hearing that because of the implementation of this interim ordinance, the Landlord is unable to obtain a fair and reasonable return.
B. Petitions for Noncompliance.

1. If a Tenant contends that a proposed or actual Rent increase is not in compliance with this interim ordinance, the Tenant may file a petition with DCBA requesting a hearing, which will be heard before a Hearing Officer appointed by the Director. The Tenant shall mail a copy of the petition by first class mail, postage prepaid, to the appropriate Landlord whose Rents are the subject of the petition within five (5) calendar days after the date the petition is filed. Within ten (10) calendar days after the date the petition was filed, the Tenant shall file a proof of service signed under penalty of perjury stating that a copy of the petition was mailed to all such Landlords. The petition shall include a statement indicating the basis on which the Tenant contends that a proposed or actual Rent increase is in violation of this interim ordinance, together with any evidence that the Tenant wants the Hearing Officer to consider. The Tenant shall bear the burden of proving by a preponderance of the evidence at the hearing that the proposed Rent increase is not in compliance with this interim ordinance.

2. A Landlord who is determined by Hearing Officer to not be in compliance with this interim ordinance may be subject to an administrative fine of up to $1,000. Each separate day, or any portion thereof, during which any violation of such interim ordinance occurs or continues constitutes a separate violation.

C. Hearing Procedure.

1. A hearing before the Hearing Officer shall be set for a date no sooner than fifteen (15) days and no later than sixty (60) days after receipt of the request and proof of service on any request complying with the requirements of this
Section 5, unless the Hearing Officer determines that good cause exists for an extension of time.

a. In the instance of a Landlord's petition, upon setting the hearing, the Hearing Officer shall send written notice to the Landlord of the time and place set for the hearing. Upon receipt, the Landlord shall post such notice in a conspicuous place at the affected property including the Covered Rental Units that are the subject of the petition. Such notice shall be at least eleven (11) inches in width and seventeen (17) inches in length, and shall be placed not less than four (4) feet above ground level in the common area, at the entry or entries to the building or units, or other similar location or locations as necessary to provide Tenants a reasonable opportunity to view the notice and be advised of the hearing. Within five (5) calendar days of receipt of the notice of hearing, the Landlord shall personally deliver a copy of the notice to each Tenant in the affected Covered Rental Units.

b. In the instance of a Tenant's petition, upon setting the hearing, the Hearing Officer shall send written notice to the Tenant of the time and place set for the hearing, and shall provide written notice to the Landlord.

2. At the hearing, the party filing the petition shall be given the opportunity to testify, call witnesses and to present evidence concerning the petition.

3. In the instance of a Landlord's petition, the Hearing Officer may hear testimony from the Tenants in the affected Covered Rental Units.

4. In the instance of a Tenant's petition, the Hearing Officer may hear testimony from the Landlord.
5. The Hearing Officer may continue the hearing and request additional information from the Landlord or Tenant prior to issuing a written decision.

6. The Hearing Officer shall have the power to issue orders to keep order and decorum during an administrative hearing.

7. All hearings conducted by the Hearing Officer shall be open to the public.

D. The Hearing Officer may, in his or her discretion, grant a continuance of the hearing date upon a request and a showing of good cause by the Landlord or Tenant. The request must be made in writing and be received by the Hearing Officer at least five (5) business days prior to the hearing date. In the instance of a Landlord's continuance request, the Landlord must personally deliver a copy of the request to the affected Tenant(s). In the instance of a Tenant's continuance request, the Tenant must personally deliver a copy of the request to the Landlord. In no event shall the continuance be longer than fifteen (15) calendar days from the originally scheduled hearing date.

E. In evaluating the petitions from a Landlord or Tenant, the Hearing Officer shall consider all relevant factors that may potentially impact a Landlord's ability to obtain a fair and reasonable return and shall consider the basis for the calculation of any increase in Rent. Relevant factors may include, but are not limited to, changes in costs to the Landlord attributable to increased utility rates, property taxes, insurance, advertising, variable mortgage interest rates, governmental assessments and fees, incidental services, employee costs, normal repair and maintenance, upgrading and
addition of amenities or services, rent rolls, financial statements, expert analysis, and relevant studies.

F. Hearing Officer Decision.

1. After considering all of the testimony and evidence submitted at the hearing, within twenty (20) calendar days after the conclusion of the hearing, the Hearing Officer shall issue a written decision denying, affirming or modifying the petition and shall adopt written findings in support of that decision. In the instance of a Landlord's petition, the written decision shall be served by first-class mail, postage prepaid on the Landlord and Landlord shall post such notice in a conspicuous place at the property containing the affected Covered Rental Units. Within five (5) calendar days of receipt of the written decision, the Landlord shall personally deliver a copy of the written decision to each Tenant in the affected Covered Rental Units. In the instance of a Tenant's petition, the Hearing Officer shall send a copy of the written decision to the Tenant and the Landlord, each by first-class mail, postage prepaid. The Hearing Officer's decision shall be final, unless an administrative penalty has been assessed.

2. If the Hearing Officer determines that a Landlord is not in compliance with this interim ordinance and assesses an administrative penalty, the Landlord may file a request with DCBA for an administrative hearing before a Hearing Officer appointed by the Director to contest the imposition and/or the amount of the administrative penalty in accordance with Section 1.25.080 of the Code. Unless a Landlord requests an administrative hearing to contest the imposition of the administrative penalty, pursuant to Section 1.25.080, the assessment of the administrative penalty shall constitute the final administrative order of the County with
respect to said administrative penalty, and the penalty shall be due and payable by the Landlord to the DCBA within ten (10) calendar days following assessment of the administrative penalty.

G. Judicial Review of Hearing Officer Decision.

Any person directly aggrieved by an administrative decision of a Hearing Officer’s decision pertaining to a Petition for Relief from Moratorium or Petition for Noncompliance or assessment of an administrative penalty may seek judicial review in the Superior Court pursuant to Government Code section 53069.4 and/or Code of Civil Procedure sections 1094.5 and 1094.6.

SECTION 6. Enforcement And Administrative Fines.

A. DCBA is authorized to take appropriate steps to enforce this interim ordinance, including conducting investigations of possible violations by a Landlord. The DCBA, at its sole discretion, may choose to enforce the provisions of this interim ordinance through administrative fines and any other administrative procedure set forth in Chapter 1.25 of the Code. Each violation of any provision of this interim ordinance may be subject to an administrative fine of up to $1,000. Each separate day, or any portion thereof, during which any violation of such interim ordinance occurs or continues, constitutes a separate violation. DCBA’s decision to pursue or not pursue enforcement of any kind shall not affect a Tenant’s rights to pursue civil remedies.

B. Administrative Appeals and Judicial Review.

1. Administrative Appeal. Any person who receives a Notice of Administrative Fine may request an administrative hearing before a Hearing Officer in accordance with Chapter 1.25 of the Code.
2. Judicial Review of Hearing Officer Decision. Any Responsible Person may seek judicial review of a Hearing Officer's decision pertaining to the imposition of an administrative fine in accordance with Chapter 1.25 of the Code.

C. County Counsel is authorized to bring a civil action and/or proceeding for violation of this interim ordinance or any rule or guideline promulgated pursuant to Section 8 of this interim ordinance for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this interim ordinance.

SECTION 7. Civil Remedies.

A. Any Tenant aggrieved by a violation of this interim ordinance may bring a civil suit in the courts of the State alleging a violation of this interim ordinance. In a civil suit, a Landlord found to violate this interim ordinance shall be liable to the aggrieved Tenant. A prevailing Tenant in a civil action shall be awarded attorneys' fees and costs. No administrative remedy need be exhausted prior to filing suit pursuant to this Section.

B. Nothing in this interim ordinance shall be interpreted to deprive a Landlord of the ability to earn a fair and reasonable return from a property or to preclude a Landlord from terminating a tenancy in accordance with this interim ordinance and California Code of Civil Procedure section 1161.

SECTION 8. Implementation; Rulemaking, and Subpoena Authority.

The Director, or his or her designee, is authorized to administer and enforce this interim ordinance, which may include promulgating guidelines and rules consistent with the provisions of this interim ordinance. Guidelines and rules promulgated by the Director, or his or her designee, pursuant to the authority provided under this interim
ordinance shall have the force and effect of law and may be relied upon by parties to determine their rights and responsibilities under this interim ordinance. In administering and enforcing this interim ordinance, the Director may also issue subpoenas and may report noncompliance thereof to the judge of the Superior Court, pursuant to California Government Code section 53060.4.

SECTION 9. Authority.

Subdivision (d) of section 25123 of the California Government Code provides that an ordinance in the form of an urgency ordinance may be adopted to immediately preserve the public peace, health, and/or safety by a four-fifths vote of the Board of Supervisors, which shall contain a declaration of the facts constituting the urgency and shall be immediately effective upon its adoption.

SECTION 10. Determination of Immediate Threat to the Public Peace, Health, and Safety.

A. Rents throughout the County are continuing to rise as market pressures, such as increasing real estate costs, lead to a decrease of the affordability and stability of the housing stock in unincorporated Los Angeles County. According to the California Housing Partnership Corporation (CHPC), the County needs 568,255 additional affordable homes that would house lower-income individuals and families in order to meet current needs.

B. In May of 2018, CHPC found that more than 800,000 County renter households would qualify for affordable housing, were it available. But fewer than 300,000 units are available across the entire County at rents that would be affordable to these residents.
C. The County’s shortage of homes affordable and available to lower-income families continues to grow: home prices in Los Angeles County have increased nearly 80 percent over the past five years, with average apartment rents increasing by over 25 percent, according to data from the real estate brokerage Redfin. However, according to data from the State's Department of Housing and Community Development, the County's median household income has not increased proportionally over the same time period, suggesting that displacement, or the possibility of displacement may be an issue throughout much of the County.

D. Approximately 77 percent (77%) of Los Angeles County renters are "rent burdened," which is defined by the U.S. Census Bureau as when a renter-household spends more than 30 percent of their household income on rent, and on average, Los Angeles County renters spend a greater percentage of household income on rent 30.4 percent (30.4%) as compared to homeowners pay toward housing costs (25.1%).

E. The 2018 Greater Los Angeles Homeless Count conducted by the Los Angeles Homeless Services Authority (LAHSA) revealed a 22 percent (22%) jump in people 62 years and older experiencing homelessness. More than a quarter of those included in LAHSA’s count of unsheltered people, 9,322 people, became homeless for the first time in 2017, an increase of 1,278 over the previous year.

F. At its May 16, 2017 meeting, the Board of Supervisors (Board) directed the County's Chief Executive Officer, in coordination with the Director of the Department of Regional Planning, the Executive Director of the Community Development Commission of the County of Los Angeles (Commission), the Director of the DCBA, the Director of Public Health, the Director of Public Works, the Assessor, and the County
Counsel to convene and provide technical support for a Tenant Protections Working Group to, among other charges, provide recommendations to the Board of Supervisors regarding potential tenant protections to be developed for unincorporated areas of the County.

G. After a months-long public process involving thirteen public meetings, the Tenant Protections Working Group issued a report to the Board on August 15, 2018, which included recommendations to adopt a rent stabilization program for residential rental units in unincorporated areas of the County and an eviction regulation program that would limit reasons that a landlord could lawfully terminate a residential tenancy.

H. At its September 11, 2018, meeting, the Board directed the Executive Director of the Commission and the Interim Director of the DCBA, in consultation with the Chief Executive Officer and County Counsel, to return to the Board in 60 days with an interim ordinance to place a temporary limit on rent level increases and evictions without just cause.

I. This interim ordinance includes regulations that will increase stability for Tenant households and promote predictability in the rental housing market while the Board considers taking permanent action in response to the Tenant Protections Working Group's recommendations. Many studies have demonstrated that rent stabilization is especially helpful for longtime renters who are disproportionately likely to be older adults.

J. The housing and economic conditions discussed throughout this Section 9 detrimentally impact a substantial number of Tenant households, which impact constitutes a threat to the public health, safety, and welfare, and a particular hardship
for seniors, persons living on fixed-incomes, families with school-age children, and other vulnerable persons who reside in Covered Rental Units in the unincorporated areas of the County.

K. With the lack of current regulation and the recent public discussion of the potential adoption of new policies to stabilize Rents charged to Tenants, it is reasonable to conclude that Landlords may seek to increase Rents in anticipation of imminent regulation, and that increases in Rent would exacerbate the housing and economic conditions, increasing economic hardship for certain Tenant households leading to increased household displacement and homelessness, which effects constitute a threat to the public health, safety, and welfare of the residents of the County.

L. This interim ordinance allows an annual increase in Rent during the period this interim ordinance is in effect, and such figure, in combination with the possibility of individualized determinations following a hearing for Landlords unable to earn a fair return under the provisions of this interim ordinance, is found and determined to provide a fair and reasonable return, and has been calculated to encourage good management, reward efficiency, and discourage the flight of capital, to be commensurate with returns on comparable investments, but not so high as to defeat the purpose of preventing excessive rents.

M. Unless this interim ordinance takes immediate effect as provided herein, there is a high likelihood that residential renters will be subject to economic hardship and potential displacement to the detriment of the public health, safety and welfare. Accordingly, the Board finds there is a current and immediate threat to the public health, safety or welfare and that increases in Rent for certain residential tenancies, and
terminations of residential tenancies without cause, would result in that threat to the public health, safety or welfare absent implementation of the restrictions contained in this interim ordinance.

SECTION 11. Environmental Determination.

The Board finds that the adoption and implementation of this interim ordinance are exempt from the provisions of the California Environmental Quality Act under California Code of Regulations, title 14, section 15061(b)(3) in that the Board find there is no possibility that the implementation of this interim ordinance may have significant effects on the environment.

SECTION 12. Severability.

If any provision of this interim ordinance or the application thereof to any person, property, or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this interim ordinance which can be given effect without the invalid provisions or application, and to this end, the provisions of this interim ordinance are hereby declared to be severable.

SECTION 13. Urgent Need.

This interim ordinance is urgently needed for the immediate preservation of the public health, safety, and welfare and shall take effect immediately upon adoption, and it shall be of no further force and effect on the expiration of the one hundred eighty (180th) day following the effective date of its adoption unless extended or replaced by an affirmative vote of the Board.

[INTRENTREGBTCC]
SECTION 14 This ordinance shall be published in The Daily Commerce a newspaper printed and published in the County of Los Angeles.

ATTEST:

Celia Zavala
Executive Officer - Clerk of the Board of Supervisors
County of Los Angeles

I hereby certify that at its meeting of November 20, 2018 the foregoing ordinance was adopted by the Board of Supervisors of said County of Los Angeles by the following vote, to wit:

<table>
<thead>
<tr>
<th>Ayes</th>
<th>Noes</th>
</tr>
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<tbody>
<tr>
<td>Supervisors</td>
<td>Supervisor</td>
</tr>
<tr>
<td>Hilda Solis</td>
<td>Kathryn Barger</td>
</tr>
<tr>
<td>Mark Ridley-Thomas</td>
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<td>Sheila Kuehl</td>
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<td>Janice Hahn</td>
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</tbody>
</table>

Effective Date: November 20, 2018
Operative Date: 

Celia Zavala
Executive Officer - Clerk of the Board of Supervisors
County of Los Angeles

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By

Lester J. Tolnai
Chief Deputy County Counsel
ORDINANCE NO. 2019-011

AN URGENCY ORDINANCE OF THE CITY OF CULVER CITY, CALIFORNIA, ESTABLISHING INTERIM RENT CONTROL MEASURES FOR A PERIOD OF 12-MONTHS, INCLUDING, BUT NOT LIMITED TO, A PROHIBITION ON RESIDENTIAL RENT INCREASES IN EXCESS OF THREE PERCENT (3%) ABOVE THE MONTHLY RENT IN EFFECT ON JUNE 11, 2019.

NOW, THEREFORE, the City Council of the City of Culver City, California, DOES HEREBY ORDAIN as follows:

SECTION 1. FINDINGS. The City Council of the City of Culver City hereby finds, determines and declares that:

A. Rents throughout the Los Angeles County region are continuing to rise as market pressures, such as increasing real estate costs, lead to a decrease of the affordability and stability of the housing stock in the City of Culver City; and

B. Southern California Association of Governments (SCAG) determines the Regional Housing Needs Assessment (RHNA) growth needs for each city within the SCAG region, in addition to the unincorporated areas. According to the City's 2013-2021 Housing Element ("Housing Element"), based on affordable housing production requirements under RHNA, the City needs 108 additional affordable homes that would house lower-income individuals and families in order to meet current needs. The total housing growth need for the City of Culver City during the 2013-2021 planning period is 185 units, including 108 units of affordable housing distributed by income category as follows:

<table>
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<tr>
<th>Income Category</th>
<th>Extreme Low</th>
<th>Very-Low</th>
<th>Low</th>
<th>Moderate</th>
<th>Total</th>
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<td>24</td>
<td>24</td>
<td>29</td>
<td>31</td>
<td>108</td>
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</table>

-1-
The following is the percentage of the 185-unit total need that must be affordable housing, distributed by income category:

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<thead>
<tr>
<th></th>
<th>Extremely Low</th>
<th>Very-Low</th>
<th>Low</th>
<th>Moderate</th>
<th>Total</th>
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<tr>
<td></td>
<td>13%</td>
<td>13%</td>
<td>15.7%</td>
<td>41.4%</td>
<td>83.1%</td>
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</table>

To date, the City has produced less than 50% of the required number of affordable housing units; and

C. According to the Housing Element, approximately 43.7% of Culver City renters are "rent burdened," which is defined by the U.S. Department of Housing and Urban Development (HUD) as a renter-household spending more than 30% of its household income on rent; and

D. The 2017 Greater Los Angeles Homeless Count conducted by the Los Angeles Homeless Services Authority (LAHSA) found 227 people were experiencing homelessness in Culver City. While the total number of people experiencing homelessness in Culver City increased 85% from the 2016 Homeless Count, the total number of unsheltered people increased by 150%. In addition, for the first time since the start of the homeless census, an unsheltered family of four was enumerated as part of the 2017 Homeless Census. At the instruction of the Los Angeles Homeless Services Authority (LAHSA), the 2019 Homeless Census Data for Culver City Communities and Cities is still under review and cannot be released to the public. However, it can be noted that the 2019 Homeless Count found that Culver City has experienced a significant increase in unsheltered homeless individuals and homeless living in cars since the prior year. Further, the Westside of Los Angeles witnessed the highest increase in homelessness of 19% compared to other regions of Los Angeles County; and
E. The City will experience unprecedented job growth over the next four years with the introduction of approximately 5,749 new employees set to join the Culver City labor market related to new tech and media businesses. This increase of new employees will likely cause substantial pressure on the Culver City rental housing market, which has limited housing stock; and

F. At its June 24, 2019 meeting, the City Council directed staff to return with interim rent control measures modeled after the Los Angeles County Temporary Rent Stabilization Ordinance and to include, but not be limited to, a rent increase cap; just cause and no fault eviction provisions; a process for landlords to petition for relief from the rent increase cap in certain circumstances; a rental registry; and relocation assistance benefits; and

G. This Interim Ordinance includes regulations that are intended to increase stability for Tenant households and promote predictability in the rental housing market while the City studies whether a permanent rent control program is warranted; and

H. The housing and economic conditions discussed in this Section 1 detrimentally impact a substantial number of Tenant households in Culver City, which impact constitutes a threat to the public health, safety, and welfare, and a particular hardship for seniors, persons living on fixed-incomes, families with school-age children, and other vulnerable persons who reside in Rental Units in the Culver City; and

I. With the lack of current regulation and the recent public awareness and discussion by the City Council of the potential adoption of new policies to stabilize Rents charged to Tenants, it is reasonable to conclude that Landlords may seek to increase Rents in anticipation of imminent regulation, and that increases in Rent would exacerbate the
housing and economic conditions, increasing economic hardship for certain Tenant
households leading to increased household displacement and homelessness, which effects
constitute a threat to the public health, safety, and welfare of the residents of Culver City; and

J. This Interim Ordinance allows an annual increase in Rent charged for
Covered Rental Units during the period this Interim Ordinance is in effect, and such figure, in
combination with the possibility of individualized determinations following a hearing for
Landlords unable to earn a fair return under the provisions of this Interim Ordinance, is
found and determined to provide a fair and reasonable return, and has been calculated to
encourage good management, reward efficiency, and discourage the flight of capital, to be
commensurate with returns on comparable investments, but not so high as to defeat the
purpose of preventing excessive Rents; and

K. This Interim Ordinance establishes a reference date of June 11, 2019 for
the purpose of establishing the baseline rent from which the annual increase may be assessed
during the 12-month interim period. June 11, 2019 was selected for the reference date, as it is
the earliest confirmed date when notice of upcoming City Council discussion of a rent cap was
made widely available to the public; and

L. Unless this Interim Ordinance takes effect immediately, as provided
herein, there is a high likelihood that residential renters will be subject to economic hardship
and potential displacement to the detriment of the public health, safety and welfare.
Accordingly, the City Council finds there is a current and immediate threat to the public health,
safety or welfare and that increases in Rent for certain residential tenancies, and terminations
of residential tenancies without cause, would result in that threat to the public health, safety or
welfare absent implementation of the restrictions contained in this interim ordinance.
SECTION 2. INTERIM RENT CONTROL MEASURES. Based on the findings set forth in Section 1, the City Council hereby determines that interim rent control measures are warranted for a period of 12 months, from the date of August 12, 2019 through and including August 11, 2020, as follows:

A. **Interim Prohibition on Rent Increases.** No Landlord may request or receive Rent for the monthly use and occupancy of a Covered Rental Unit in excess of the allowable monthly amount of Rent due and payable under this Interim Ordinance.

B. **Exemptions.** This Interim Ordinance shall not apply to any dwelling units expressly exempt pursuant to any provision of state or federal law, and such units shall be exempt from the provisions of this Interim Ordinance. The following dwelling units are also specifically exempt from Section 2 (Interim Rent Control Measures), Section 4 (Rent Increases), and Section 8 (Petitions) of this Interim Ordinance:

1. Any dwelling unit that has a certificate of occupancy or equivalent permit for residential occupancy issued after February 1, 1995. For this purpose, certificate of occupancy is the certificate first issued before the property is used for any residential purposes; or

2. Any dwelling unit that is alienable separate from the title to any other dwelling unit, including single family residences, condominiums, and townhomes, but excluding mobilehomes offered for rent by the owner of the mobilehome;

3. Any dwelling unit that is a subdivided interest in a subdivision, as specified in California Business and Professions Code Section 11004.5 (b), (d) and (f).

4. Any dwelling unit for which the Landlord receives federal, state, or local housing subsidies, including, but not limited to, federal housing assistance vouchers issued under Section 8 of the United States Housing Act of 1937 line 9 (42 U.S.C. Sec. 1437f).
SECTION 3. DEFINITIONS. For purposes of this Interim Ordinance, the following definitions shall apply:

A. **CCMC** shall mean the Culver City Municipal Code.

B. **Culver City** shall mean the City of Culver City.

C. **Covered Rental Unit** shall mean any Rental Unit that is not exempt, pursuant to Section 2 of this Interim Ordinance.

D. **Director** shall mean the Community Development of the City of Culver City, or his or her designee.

E. **Housing Division** shall mean the Housing Division of the Culver City Community Development Department.

F. **For Cause** shall mean a termination of tenancy for one of the reasons specified in Section 5.B of this Interim Ordinance.

G. **Hearing Officer** shall mean the person designated by the Director to conduct a review hearing under Section 8 of this Interim Ordinance.

H. **Housing Services** shall mean all services provided by the Landlord related to the use or occupancy of a Covered Rental Unit, including, but not limited to, insurance, repairs, replacement, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, recreational areas and/or pools, janitorial service, refuse removal, furnishings, parking, storage, and security services.

I. **Landlord** shall mean an owner, lessor, or sublessor who receives or is entitled to receive Rent for the use and occupancy of any Rental Unit or portion thereof, and the representative, agent, or successor of such owner, lessor, or sublessor. For purposes of this Interim Ordinance, a Landlord does not include an individual whose primary residence is the same Rental Unit as the Tenant.

J. **Material Rental Agreement Term** shall mean any provision in a rental agreement that is reasonable, legal, and accepted in writing by the Tenant as material. Adding additional occupants in an existing tenancy is not a breach of a Material Rental Agreement Term so long as the number of occupants does not exceed the maximum number
of occupants as determined by State law, and new terms added to an existing rental agreement cannot be considered a Material Rental Agreement Term unless expressly consented to in writing by the Tenant.

K. **No Fault** shall mean a termination of tenancy for one of the reasons specified in Section 5.C of this Interim Ordinance.

L. **Notice of Termination** shall mean a written notice from a Landlord to a Tenant that, in addition to any information required by State or federal law to terminate a residential tenancy, identifies at least one For Cause or No Fault reason that permits the Landlord to terminate the tenancy.

M. **Rent or Rents** shall mean the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Covered Rental Unit, including Tenant’s access to and use of Housing Services. Rent includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered.

N. **Rental Unit** shall mean any dwelling unit as defined in California Civil Code Section 1940 (c), including joint living and work quarters, located within the jurisdictional boundaries of the City of Culver City and used for human habitation in consideration of payment of Rent, whether or not such use is legally permitted, including mobilehomes rented by the owner of the mobilehome and accessory dwelling units. For purposes of Section 5 (Evictions), Section 6 (Relocation Assistance), and Section 7 (Rent Registry), the term “Rental Unit” does not include any dwelling unit that lacks its own bathroom or kitchen facility and is occupied by a Tenant who uses a bathroom or kitchen facility in common with the Landlord or a member of Landlord’s immediate family.

O. **Responsible Person** shall mean a person responsible for, or alleged to be responsible for, a violation of this Interim Ordinance.

P. **State** shall mean State of California.
Q.  **Tenant** shall mean a person entitled, by written or oral agreement, or by sufferance, to the use or occupancy of any Rental Unit.

**SECTION 4. RENT INCREASES.** As of the effective date of this Interim Ordinance, no Landlord may request, receive, or retain Rent for a Covered Rental Unit from an existing Tenant whose tenancy began on or before June 11, 2019, in an amount that exceeds the monthly Rent that was in effect on June 11, 2019, plus any Rent increase authorized by this Section 4. No Landlord may request, receive, or retain Rent for a Covered Rental Unit from a Tenant whose tenancy began after June 11, 2019, which amount exceeds the initial monthly Rent charged for the Covered Rental Unit, plus any increase authorized by this Section, if applicable.

**A. Rent Increases Generally.** While this Interim Ordinance is in effect, Rent for a Covered Rental Unit may be increased no more than three percent (3%) above the monthly Rent in effect on June 11, 2019, or the initial Rent charged for tenancies that began after June 11, 2019. Following the effective date of this Interim Ordinance:

1. For any Covered Rental Unit in which Rent for a particular Tenant household has not been increased by three percent (3%) of the Rent in effect on June 11, 2019, the Rent for that particular Tenant household may only be increased by an amount that, when added to the amount of any Rent increase noticed on or after June 11, 2019, does not exceed three percent (3%) of: (a) the monthly Rent in effect on June 11, 2019; or (b) the initial Rent charged if the tenancy began after June 11, 2019.

2. For any Covered Rental Unit in which the Rent for the Tenant household has been increased more than three percent (3%) above the Rent in effect on June 11, 2019, the Rent for that particular Tenant household shall be capped at the monthly Rent in effect as of June 11, 2019, plus three percent (3%). In the event that a Tenant household has already paid Rent in excess of a
three percent (3%) increase above the Rent in effect on June 11, 2019, the Landlord shall credit the Tenant for the balance of the overpayment. The Landlord may elect to either: (a) pay the Tenant the balance of the overpayment directly in one lump sum; or (b) give the Tenant a credit against the Rent otherwise due from the Tenant to the Landlord over a six-month period.

3. Not more than one Rent increase may be imposed on a Tenant household in any 12-month period following the effective date of this interim Ordinance.

B. Rent Increases Following Vacancies. Notwithstanding any other provisions set forth in this Interim Ordinance to the contrary, a Landlord may set an initial Rent for Covered Rental Unit without restriction at the commencement of a new tenancy where no Tenant is an occupant of the Covered Rental Unit in question. After the Landlord sets the initial Rent for such Covered Rental Unit, the Landlord may only increase the Rent as provided by this Interim Ordinance.

C. Housing Service Adjustments. A decrease in Housing Services is considered an increase in Rent. A Tenant may petition for an adjustment in Rent based on a decrease in Housing Services under the process set forth in Section 8 of this Interim Ordinance.

SECTION 5. EVICTIONS.

A. Application. This Section 5 shall apply to any Notice of Termination of Tenancy, regardless of the date it is delivered to a Tenant of a Rental Unit, if the Tenant has not vacated the Rental Unit as of the effective date of this Interim Ordinance.

B. Cause Required to Terminate Tenancy. No Landlord may terminate a residential tenancy of a Tenant occupying a Rental Unit unless the Landlord can demonstrate all of the following:
1. The Landlord served a Notice of Termination on the Tenant in accordance with California Code of Civil Procedure Section 1162; and

2. The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Rental Unit beyond the term of the terminated tenancy in compliance with California Civil Code Sections 1945, 1946, and 1946.1; and

3. The termination qualifies as a For Cause or No Fault termination; and

4. The Landlord has submitted to the Culver City Housing Division, 9770 Culver Boulevard, Culver City, CA 90232, via certified mail, return receipt requested, within five (5) calendar days after service on the Tenant, a true and accurate copy of the Notice of Termination, with proof of such service on the tenant(s) attached. Evidence of proof of service may include receipt of delivery of the notice by the Tenant or a sworn statement by the Landlord under penalty of perjury under the laws of the State of California that confirms service of the Notice of Termination on the Tenant in accordance with California Code of Civil Procedure Section 1162. Landlord shall submit proof of service to the City as evidence that Landlord has complied with this Section 5.B.4. If the Notice of Termination was served on Tenant prior to the effective date of this Interim Ordinance, Landlord shall submit to the Housing Division the documentation required by this Section 5.B.4 within five (5) days of the effective date of this Interim Ordinance.

A Tenant may challenge the validity of a Landlord's legal action to terminate a tenancy, including a suit for unlawful detainer, based on a Landlord's failure to comply with any or all of the requirements included in Section 5.B, including the Landlord's failure to provide the Housing Division with a true and accurate copy of the Notice of Termination with proof of service. The Housing Division will accept copies of all Notices of Termination received in accordance with this Section 5
and, upon written request of a Tenant who verifies residency in the Rental Unit
that is the subject of the Notice of Termination, and/or upon the written request of
the Landlord who submitted the Notice of Termination, the Housing Division will
endeavor to provide confirmation to the requesting party that such Notice of Termination was received. Notwithstanding the foregoing, the City assumes no
responsibility for errors or omissions in its response, and the City’s response or
lack thereof shall in no way create a City duty, impose an obligation on the City
with respect to the requirements of this Section 5, or otherwise lead to legal or
equitable liability on behalf of the City.

C. For Cause Termination. If a Landlord can show any of the following
circumstances with respect to a termination of tenancy, the termination will qualify as a For
Cause termination:

1. Tenant failed to pay Rent within three (3) days of receiving written
notice from the Landlord demanding payment as provided in California Code of
Civil Procedure Section 1161(2);

2. Tenant violated a Material Rental Agreement Term as provided in
California Code of Civil Procedure Section 1161(3) and did not cure such
violation within ten (10) days after receiving written notice from the Landlord of
such violation;

3. Tenant has continued to refuse, after Landlord has provided a
written request, reasonable access to the Rental Unit by the Landlord in
accordance with California Civil Code Section 1954;

4. Tenant has used the Rental Unit by to create a nuisance or for an
illegal purpose as provided in California Code of Civil Procedure Section
1161(4), including:

   a. A crime committed by a Tenant of a Rental Unit which involves
      use of a gun, a deadly weapon or serious bodily injury and for
      which a police report has been filed, but not a crime that is
committed against a person residing in the same Rental Unit as
the person committing the crime; or

b. A threat of violent crime, which includes any statement made
by a Tenant, or at his or her request, by his or her agent to any
person who is on the premises that includes the Rental Unit or
to the Landlord, or his or her agent, threatening the commission
of a crime which will result in death or great bodily injury to
another person, with the specific intent that the statement is to
be taken as a threat, even if there is no intent of actually
carrying it out, when on its face and under the circumstances in
which it is made, it is so unequivocal, immediate and specific
as to convey to the person threatened, a gravity of purpose and
an immediate prospect of execution of the threat, and thereby
causes that person reasonably to be in sustained fear for his or
her own safety or for his or her immediate family's safety, but
not including a threat that is committed against a person who is
residing in the same Rental Unit as the person making the
threat; or

c. Tenant has created or is maintaining a dangerous and
unsanitary condition and that condition has not been promptly
abated or repaired after written notice to the Tenant from the
Landlord and the passage of a reasonable cure period.

The act or acts constituting domestic violence or sexual assault or
stalking against the Tenant or a member of Tenant's household cannot form the
substantial basis of a For Cause reason to terminate the tenancy of the victim of
such acts. A member of a Tenant household may raise such facts as an
affirmative defense to an action terminating the tenancy.
D. **No Fault Termination.** If a Landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as a No Fault termination:

1. Landlord seeks in good faith to recover possession in order to imminently:
   a. Demolish the Rental Unit.
   b. Remove the Rental Unit permanently from rental housing use pursuant to State law.

2. Subject to Section 5.D.2.d, Landlord seeks in good faith to recover possession of the Rental Unit for use and occupancy by:
   a. A resident manager, provided that no alternative vacant unit is available for occupancy by a resident manager; except that where a building has an existing resident manager, the owner may only evict the existing resident manager in order to replace him or her with a new manager.
   b. Landlord or Landlord's spouse registered domestic partner, children, grandchildren, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law, as a primary place of residence. The Rental Unit must be occupied as the primary residence within three (3) months of the Tenant household vacating the Rental Unit, and the Rental Unit must continue to be occupied as the primary residence for at least 12 months. However, Landlord may use this Section 5.D.2.b to qualify as a No Fault termination only once for a particular person in each rental complex of the Landlord.
   c. A Tenant that requires an occupancy agreement and intake, case management or counseling as part of the tenancy.
d. A Landlord may not recover possession of a Rental Unit pursuant to the provisions of either Section 5.D.2.a or Section 5.D.2.b if:

i. any Tenant in the Rental Unit has continuously resided in the Rental Unit for at least ten years, and is either: (a) 62 years of age or older; or (b) disabled as defined in Title 42 United States Code Section 423 or handicapped as defined in Section 50072 of the California Health and Safety Code; or

ii. any Tenant in the Rental Unit is terminally ill as certified by a treating physician licensed to practice in the State of California.

e. A Landlord may recover possession of a Rental Unit pursuant to the provisions of either Section 5.D.2.a or Section 5.D.2.b if the Rental Unit has the same number of bedrooms needed by the Landlord, the Landlord’s eligible relative or the resident manager, and only if it is the most recently occupied Rental Unit in the rental complex, and the Tenant of that Rental Unit is not protected from termination of tenancy pursuant to the provisions of Section 5.D.2.d. However, a Landlord may recover possession of a different Rental Unit if required because of a medical necessity of Landlord, Landlord’s eligible relative or the resident manager, as certified by a treating physician licensed to practice in the State of California.

3. Landlord seeks in good faith to recover possession of the Rental Unit in order to comply with a government agency’s order to vacate, or any other
order that necessitates the vacating of the building, housing or unit as a result of a violation of the CCMC or any other provision of law.

4. Landlord seeks in good faith to recover possession of the Rental Unit in order to comply with a contractual agreement relating to the qualifications of tenancy with a governmental entity, where Tenant is no longer qualified.

SECTION 6. RELOCATION ASSISTANCE.

A. If a termination of tenancy of a Rental Unit is based on the No Fault termination grounds set forth in Section 5.D of this Interim Ordinance, then the Landlord shall pay a relocation fee in the amount of three (3) times Tenant’s current Rent in effect, plus one thousand dollars ($1,000.00).

B. The relocation fee shall be paid to the Tenant or Tenants as follows:

1. The entire relocation fee shall be paid to a Tenant who is the only Tenant in a Rental Unit; or

2. If a Rental Unit is occupied by two (2) or more Tenants, then each Tenant of the Rental Unit shall be paid a pro-rata share of the relocation fee.

3. Landlord may deduct from the relocation fee payable any and all past due rent owed by Tenant during the twelve (12) months prior to termination of tenancy and may deduct from the relocation fee any amounts paid by the Landlord for any extraordinary wear and tear or damage cause by the Tenant, cleaning, or other purposes served by a security deposit as defined by the rental agreement, to the extent the security deposit is insufficient to provide the amounts due for such costs.

4. After taking into account any adjustments in the amount of the relocation assistance provided herein, as set forth in Section 6.B.3, the Landlord shall pay one-half (1/2) of the relocation assistance no later than five (5) business days following service of the notice to a Tenant of
the termination and one-half (1/2) of the relocation assistance no later than five (5) business days after the Tenant has vacated the rental unit.

C. This Section 6 shall not apply in any of the following circumstances:

1. Tenant received written notice, prior to entering into a written or oral tenancy agreement, that an application to subdivide the property for condominium, stock cooperative or community apartment purposes was on file with the City or had already been approved, whichever the case may be, and that the existing building would be demolished or relocated in connection with the proposed new subdivision, and the termination of tenancy is based on the grounds set forth in Section 5.D.1 of this Interim Ordinance.

2. The Tenant received written notice, prior to entering into a written or oral tenancy agreement, that an application to convert the building to a condominium, stock cooperative or community apartment project was on file with the City or had already been approved, whichever the case may be, and the termination of tenancy is based on the grounds set forth in Section 5.D.1 of this Interim Ordinance.

3. The Landlord seeks in good faith to recover possession of the Rental Unit for use and occupancy by a resident manager, provided that the resident manager is replacing the existing resident manager in the same unit. For the purposes of this exception, a resident manager shall not include the Landlord, or the Landlord’s spouse, children or parents.

4. The Landlord seeks in good faith to recover possession of the Rental Unit in order to comply with a governmental agency’s order to vacate the building housing the Rental Unit due to hazardous conditions caused by a natural disaster or act of God.
5. The Tenant receives, as part of the eviction, relocation assistance from another government agency, and such amount is equal to or greater than the amount provided for by this Section 6.

D. Notwithstanding the date of the notice of termination of tenancy, this Section 6 shall apply in any case where Tenant has received a notice of termination of tenancy based on the No Fault termination grounds set forth in Section 5.D, but has not yet vacated the Rental unit as of the effective date of this Interim Ordinance.

E. The requirements set forth in this Section 6 are applicable to all Rental Units, regardless of whether the Rental Unit was created or established in violation of any provision of law.

F. Nothing in this Section 6 relieves a Landlord from the obligation to provide relocation assistance pursuant to any other provision of local, state or federal law. If a Tenant is entitled to monetary relocation benefits pursuant to any other provision, of local, state or federal law, then such monetary benefits shall operate as a credit against monetary benefits required to be paid to the Tenant under this Section 6.

G. Where applicable, written notice of a Tenant’s entitlement to relocation assistance shall be provided by the Landlord at the same time the Landlord provides notice of termination of tenancy of a Rental Unit. Such notice shall be substantially consistent with the following: "Pursuant to the requirements of Section 6 of the City’s Interim Rent Control Measures, a landlord must provide qualifying tenants this notice of the tenant’s eligibility for relocation assistance at the same time the landlord provides a notice of termination of tenancy. Qualifying tenants are entitled to a relocation fee in the amount of three (3) times Tenant’s current Rent in effect, plus one thousand dollars ($1,000.00)."
SECTION 7. RENT REGISTRY.

A. Registration Required. No Landlord shall demand or accept Rent for a Rental Unit without first procuring and serving on the Tenant or displaying in a conspicuous place a valid written Rent Registration certificate issued by the Housing Division, as set forth in this Section 7.

B. Registration Process.

1. A Landlord shall provide Rent amount and tenancy information for every Rental Unit subject to this Interim Ordinance on a Rent Registration form provided by the Housing Division. This information shall be submitted within 180 days of the effective date of this Interim Ordinance. Registration is complete only when all Rent amounts and tenancy information, including emergency contact information, is provided.

2. Every Rental Unit Rent Registration certificate issued on or after the effective date of this Interim Ordinance shall expire at midnight on the expiration date of this Interim Ordinance as set forth in Section 15 of this Interim Ordinance.

3. A Landlord of a Rental Unit which is not registered with the Housing Division shall provide the Housing Division, on the form approved by the Housing Division and accompanied by supporting documentation, a written declaration stating the facts upon which the Landlord bases a claim of exclusion from the requirements of this Section 7. If a Landlord fails to submit a written declaration and supporting documents within 180 days of the effective date of this Interim Ordinance, the Rental Unit shall be deemed to be subject to the provisions of this Section 7. If a Landlord declares that the Rental Unit is not subject to the registration requirements of this Section 7 because the Rental Unit is vacant, the Landlord shall provide a certification to
the Housing Division declaring that the unit is and shall remain vacant, and
the unit shall be secured against unauthorized entry.

4. For every property for which a Landlord is required to
procure a written Rent Registration certificate pursuant to this Section 7, the
Landlord shall post a notice on a form provided by the Housing Division,
providing information about this Interim Ordinance and Housing Division
contact information. Notices must be posted in a conspicuous location in the
common area, at the entry or entries to the building or units, or other similar
location or locations as necessary to provide Tenants a reasonable
opportunity to view the notice. The notice shall be written in English and
Spanish, and in any other languages as required by the Housing Division.

C. Notice of Rent Information Deficiencies and Opportunity to
   Cure; Appeals; and Final Administrative Decision.

1. The Housing Division shall provide written notification to the
   Landlord of a failure to comply with this Section 7 and allow 15 calendar
days to respond. The Housing Division shall not issue a Rent Registration
certificate for the Rental Unit until the Landlord has substantially complied
by providing the rental information as required by Section 7.B.

2. Any Landlord disputing the Housing Division’s notification of
deficient registration may file a written appeal with the Director within 10
calendar days of the date of the notice of deficiency. The Director shall
provide a written notice within 30 calendar days of its appeal decision,
which shall be a final administrative decision.

SECTION 8. PETITIONS.

A. Petitions for Relief from Interim Ordinance. If a Landlord desires to
   increase the Rent for a Covered Rental Unit in an amount greater than allowed in Section 4 of
this Interim Ordinance, and the Landlord contends that the limitations on Rent increases in
Section 4 will prevent the Landlord from receiving a fair and reasonable return with respect to
the operation of the property containing the Covered Rental Unit, the Landlord may file a
petition with the Housing Division requesting a hearing, which will be heard by a Hearing
Officer appointed by the Director. The Landlord shall mail a copy of the petition by first class
mail, postage prepaid, to all Tenants whose Rents are the subject of the petition within five (5)
calendar days after the date the petition is filed. Within ten (10) calendar days after the date
the petition is filed, the Landlord shall file a proof of service signed under penalty of perjury
stating that a copy of the petition was mailed to all such Tenants. The petition shall include a
statement indicating the basis on which the Landlord contends that the limitations of this
Interim Ordinance on Rent increases will prevent the Landlord from receiving a fair and
reasonable return, together with any evidence that the Landlord wants the Hearing Officer to
consider. The Landlord shall bear the burden of proving by a preponderance of the evidence
at the hearing that because of the implementation of this Interim Ordinance, the Landlord is
unable to obtain a fair and reasonable return.

B. Petitions for Noncompliance.

1. If a Tenant contends that a proposed or actual Rent increase is
not in compliance with this Interim Ordinance, the Tenant may file a petition with
the Housing Division requesting a hearing, which will be heard before a Hearing
Officer appointed by the Director. The Tenant shall mail a copy of the petition by
first class mail, postage prepaid, to the appropriate Landlord whose Rents are
the subject of the petition within five (5) calendar days after the date the petition
is filed. Within ten (10) calendar days after the date the petition is filed, the
Tenant shall file a proof of service signed under penalty of perjury stating that a
copy of the petition was mailed to all such Landlords. The petition shall include a
statement indicating the basis on which the Tenant contends that a proposed or
actual Rent increase is in violation of this Interim Ordinance, together with any
evidence that the Tenant wants the Hearing Officer to consider. The Tenant
shall bear the burden of proving by a preponderance of the evidence at the hearing that the proposed Rent increase is not in compliance with this Interim Ordinance.

2. A Landlord who is determined by the Hearing Officer to be in violation of this Interim Ordinance may be subject to an administrative fine of up to One Thousand Dollars ($1,000.00). Each separate day, or any portion thereof, during which any violation of such Interim Ordinance occurs or continues constitutes a separate violation.

C. Hearing Procedure.

1. A hearing before the Hearing Officer shall be set for a date no sooner than fifteen (15) days and no later than sixty (60) days after receipt of the request and proof of service on any request complying with the requirements of this Section 8, unless the Hearing Officer determines that good cause exists for an extension of time.

a. In the instance of a Landlord’s petition filed pursuant to Section 8.A, upon setting the hearing date, the Hearing Officer shall send written notice to the Landlord of the date, time and place set for the hearing. Upon receipt, the Landlord shall post such notice in a conspicuous place at the affected property including the Covered Rental Units that are the subject of the petition. Such notice shall be placed on a written instrument that is at least 11 inches in width and 17 inches in length, and shall be placed not less than four (4) feet above ground level in the common area, at the entry or entries to the building or units, or other similar location or locations as necessary to provide Tenants a reasonable opportunity to view the notice and be advised of the hearing. Within five (5) calendar days of receipt of the notice of hearing, the Landlord shall personally deliver a copy of the notice to each Tenant in the affected Covered Rental Units.
b. In the instance of a Tenant's petition, filed pursuant to Section 8.B, upon setting the hearing date, the Hearing Officer shall send written notice to the Tenant and Landlord of the date, time and place set for the hearing.

2. At the hearing, the party filing the petition shall be given the opportunity to testify, call witnesses and to present evidence concerning the petition.

3. In the instance of a Landlord's petition, filed pursuant to Section 8.A, the Hearing Officer may hear testimony from the Tenants in the affected Covered Rental Units.

4. In the instance of a Tenant's petition, filed pursuant to Section 8.B, the Hearing Officer may hear testimony from the Landlord.

5. The Hearing Officer may continue the hearing and request additional information from the Landlord or Tenant prior to issuing a written decision.

6. The Hearing Officer shall have the power to issue orders to keep order and decorum during the hearing.

7. All hearings conducted by the Hearing Officer shall be open to the public.

D. Hearing Continuance. The Hearing Officer may, in his or her discretion, grant a continuance of the hearing date upon a request and a showing of good cause by the Landlord or Tenant. The request must be made in writing and be received by the Hearing Officer at least five (5) business days prior to the hearing date. In the instance of a Landlord's continuance request, the Landlord must personally deliver a copy of the request to the affected Tenant(s). In the instance of a Tenant's continuance request, the Tenant must personally deliver a copy of the request to the Landlord. In no event shall the continuance be longer than fifteen (15) calendar days from the originally scheduled hearing date.
E. Evaluation of Petitions. In evaluating the petitions from a Landlord or Tenant, the Hearing Officer shall consider all relevant factors that may potentially impact a Landlord's ability to obtain a fair and reasonable return and shall consider the basis for the calculation of any increase in Rent. Relevant factors may include, but are not limited to, changes in costs to the Landlord attributable to increased utility rates, property taxes, insurance, advertising, variable mortgage interest rates, governmental assessments and fees, incidental services, employee costs, normal repair and maintenance, upgrading and addition of amenities or services, rent rolls, financial statements, expert analysis, and relevant studies.

F. Hearing Officer Decision.

1. After considering all of the testimony and evidence submitted at the hearing, within 20 calendar days after the conclusion of the hearing, the Hearing Officer shall issue a written decision denying, affirming or modifying the petition and shall adopt written findings in support of that decision. In the instance of a Landlord's petition filed pursuant to Section 8.A, the written decision shall be served by first-class mail, postage prepaid on the Landlord and Landlord shall post such notice in a conspicuous place at the property containing the affected Covered Rental Units. Within five (5) calendar days of receipt of the written decision, the Landlord shall personally deliver a copy of the written decision to each Tenant in the affected Covered Rental Units. In the instance of a Tenant's petition filed pursuant to Section 8.B, the Hearing Officer shall send a copy of the written decision to the Tenant and the Landlord, each by first-class mail, postage prepaid. The Hearing Officer's decision shall be final, unless an administrative penalty has been assessed.

2. If the Hearing Officer determines that a Landlord is in violation of this Interim Ordinance and assesses an administrative penalty, the Landlord may file a request with the Housing Division for a separate administrative hearing before a Hearing Officer to contest the imposition and/or the amount of the administrative penalty in accordance with the procedures identified in Culver City
Municipal Code (CCMC) Section 1.02.045. Unless a Landlord requests an administrative hearing to contest the imposition of the administrative penalty, pursuant to CCMC Section 1.02.045, the assessment of the administrative penalty shall constitute the final administrative order of the City with respect to said administrative penalty, and the penalty shall be due and payable by the Landlord to the City of Culver City within 10 calendar days following assessment of the administrative penalty.

G. Judicial Review of Hearing Officer Decision. Any person directly aggrieved by an administrative decision of a Hearing Officer pertaining to a Petition for Relief from Interim Ordinance, Petition for Noncompliance, or assessment of an administrative penalty, may seek judicial review in the Superior Court pursuant to Government Code Section 53069.4 and/or Code of Civil Procedure Sections 1094.5 and 1094.6.

SECTION 9. ENFORCEMENT AND ADMINISTRATIVE FINES.

A. Administrative Citations. The Housing Division is authorized to take appropriate steps to enforce this Interim Ordinance, including conducting investigations of possible violations by a Landlord. The City, in its sole discretion, may choose to enforce the provisions of this Interim Ordinance through the administrative citation process set forth in Chapter 1.02 of the CCMC. Notwithstanding any provision in Chapter 1.02 to the contrary, each violation of any provision of this Interim Ordinance may be subject to an administrative fine of up to $1,000. Each separate day, or any portion thereof, during which any violation of such Interim Ordinance occurs or continues, constitutes a separate violation. The City's decision to pursue or not pursue enforcement of any kind shall not affect a Tenant's rights to pursue civil remedies.
B. **Administrative Appeals and Judicial Review.**

1. **Administrative Appeal.** Any person who receives an administrative citation may request an administrative hearing before a Hearing Officer in accordance with CCMC Chapter 1.02.

2. **Judicial Review of Hearing Officer Decision.** Any Responsible Person may seek judicial review of a Hearing Officer’s decision pertaining to the imposition of an administrative fine in accordance with CCMC Chapter 1.02.

C. **Civil Action.** The City Attorney is authorized to bring a civil action and/or proceeding for violation of this Interim Ordinance or any rule or guideline promulgated pursuant to Section 11 of this Interim Ordinance for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this Interim Ordinance.

**SECTION 10. CIVIL REMEDIES.**

A. Any Tenant aggrieved by a violation of this Interim Ordinance may bring a civil suit in the courts of the State alleging a violation of this Interim Ordinance. In a civil suit, a Landlord found to be in violation of this Interim Ordinance shall be liable to the aggrieved Tenant. A prevailing Tenant in a civil action shall be awarded attorneys' fees and costs. No administrative remedy need be exhausted prior to filing suit pursuant to this Section.

B. Nothing in this Interim Ordinance shall be interpreted to deprive a Landlord of the ability to earn a fair and reasonable return from a property or to preclude a Landlord from terminating a tenancy in accordance with this Interim Ordinance and California Code of Civil Procedure section 1161.

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SECTION 11. IMPLEMENTATION; RULEMAKING; AND SUBPOENA AUTHORITY.

The Director is authorized to administer and enforce this Interim Ordinance, which may include promulgating guidelines and rules consistent with the provisions of this Interim Ordinance. Guidelines and rules promulgated by the Director pursuant to the authority provided under this Interim Ordinance shall have the force and effect of law and may be relied upon by parties to determine their rights and responsibilities under this Interim Ordinance. In administering and enforcing this Interim Ordinance, the Director may also issue subpoenas and may report noncompliance thereof to the judge of the Superior Court, pursuant to California Government Code Section 53060.4.

SECTION 12. URGENCY MEASURE. Based on the findings set forth in Section 1, the City Council finds and declares this Interim Ordinance to be necessary for the immediate preservation of the public health, safety and welfare and upon that basis has determined that an urgency measure, pursuant to Government Code Section 36937(b) and Culver City Charter Section 614, is warranted and shall take effect immediately upon adoption by a four-fifths vote of the City Council.

SECTION 13. RENT CONTROL STUDY. During the 12-month interim period, City staff is directed to further study and analyze whether a permanent rent control program is warranted. Such study should include, but not be limited to, peer jurisdiction rent control and tenant protection programs, rental market analysis, rent control/tenant protection program administration, landlord and tenant grievance, hearing and due process procedures, and staffing and costs.

SECTION 14. ENVIRONMENTAL DETERMINATION. The City Council finds that this Interim Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA guidelines, California Code of Regulations, Title 14, Chapter 3,
§15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and §15060(c)(3) [the activity is not a project as defined in §15378] because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 15. EFFECTIVE DATE. Pursuant to Culver City Charter Section 614 and Government Code Section 36937(b), this Interim Ordinance shall be introduced and adopted at one and the same meeting and shall become effective immediately. This Interim Ordinance shall be of no further force or effect upon the expiration of 12 months from the date of adoption, unless extended in accordance with Culver City Charter Section 614 and Government Code Section 36937(b).

SECTION 16. SEVERABILITY. The City Council hereby declares that, if any provision, section, subsection, paragraph, sentence, phrase or word of this Interim Ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases or words of this Interim Ordinance and as such they shall remain in full force and effect.

SECTION 17. PUBLICATION. Pursuant to Sections 616 and 621 of the City Charter, prior to the expiration of fifteen (15) days after the adoption, the City Clerk shall cause this Interim Ordinance, or a summary thereof, to be published in the Culver City News and shall post this Interim Ordinance or a summary thereof in at least three places within the City.
APPROVED and ADOPTED this 12th day of August 2019.

MEGHAN SAHLI-WELLS, MAYOR
City of Culver City, California

ATTEST:

JEREMY GREEN
City Clerk

APPROVED AS TO FORM:

CAROL A. SCHWAB
City Attorney

A19-00565

-28-  ORD No. 2019-011
Certification of Ordinance No. 2019-011

I, Jeremy Green, City Clerk of the City of Culver City, do hereby certify that the foregoing Ordinance was duly passed, approved, and adopted at a regular meeting of the City Council, which was held on the 12th day of August at the Mike Balkman Council Chambers by the following vote:

AYES: Sahli-Wells, Fisch, Lee, Small

NOES: Eriksson

ABSENT: None

ABSTAIN: None

Certified on this 12th day of August 2019, at the City of Culver City.

Jeremy Green, CMC, City Clerk
Ex-Officio Clerk of the City Council
City of Culver City, State of California
INTERIM RENT CONTROL MEASURES
GUIDELINE/RULE NO. 2019-01

Pursuant to the authority granted under Section 11 of Ordinance No. 2019-011 Establishing Interim Rent Control Measures (the "Ordinance"), the Community Development Director hereby issues this Guideline/Rule to clarify certain requirements of Section 7, Rent Registry, of the Ordinance.

Authority: Section 11 of the Ordinance provides:

The Director is authorized to administer and enforce this Interim Ordinance, which may include promulgating guidelines and rules consistent with the provisions of this Interim Ordinance. Guidelines and rules promulgated by the Director pursuant to the authority provided under this Interim Ordinance shall have the force and effect of law and may be relied upon by parties to determine their rights and responsibilities under this Interim Ordinance.

Background: Section 7.A prohibits a Landlord from collecting Rent without first procuring and serving on a Tenant or displaying in a conspicuous place a valid written Rent Registration certificate issued by the Housing Division. Section 7.B requires a Landlord to submit Rent amount and tenancy information for every Rental Unit on a Rent Registration form provided by the Housing Division within 180 days after the effective date of the Ordinance, which was August 12, 2019. It is not the intent of the Ordinance to prohibit a Landlord from collecting Rent during the referenced 180-day period. This Guideline/Rule does not exempt a Landlord from complying with the Rent Registration requirements of Section 7.B.

Guideline/Rule: Section 7.A will be administered by the City as follows. After the Housing Division has issued a valid Rent Registration certificate as set forth in Section 7, the Landlord shall not demand or accept Rent for a Rental Unit without first serving the Rent Registration certificate on the Tenant or displaying it in a conspicuous place.

Issued: August 15, 2019

Sol Blumenfeld
Community Development Director
CITY OF INGLEWOOD
OFFICE OF MAYOR JAMES T. BUTTS, JR.

DATE:       June 11, 2019
TO:         Inglewood City Council
FROM:       Mayor James T. Butts, Jr.

SUBJECT:    Mayoral Initiative – Ordinance Amending Chapter 8 of the Inglewood Municipal Code to Regulate Rent Increases and Just Cause Evictions for Certain Covered Residential Units

RECOMMENDATION:
It is recommended that the City Council introduce an Ordinance amending Chapter 8 (Business, Trades, and Professions) of the Inglewood Municipal Code (IMC) to add a new Article 9 (Housing Protection Initiative) for the regulation of rent increases and just cause evictions for certain covered residential rental units.

BACKGROUND:
Rents in Los Angeles County (County) are continuing to rise; and although the City of Inglewood (City) has lower rents than comparable sized cities in the region, it is still an issue that must be addressed. The California Housing Partnership Corporation (CHPC) stated that the County needs and additional 568,255 affordable housing units to meet the current need. Moreover, the CHPC reports that housing prices in the County have grown four times faster than incomes since 2010.

The City constructed a website survey to allow internet access for residents to report rental increases in the past year. There were 23 unique submissions ranging from 2% to 140%. Two of the submissions were reduced after negotiations by the Mayor with the property owner.

Inflation-adjusted median rent in the County has also grown by nearly 25% between 2000-2012, while inflation-adjusted incomes have declined by 9%. The effect of rising rents, coupled with decreased income, has caused many households to pay more than 1/3 or more of their income on rent. The number of families who would qualify for affordable housing outnumbers the amount of available affordable housing units.

Contrary to the urban legend that new developments are the sole factor for increasing rents within the City of Inglewood, rents have been increasing regionally since 2012. The City of Inglewood has a history of supporting and providing affordable housing for Inglewood residents. This effort has spanned well over four decades and culminated in a current total affordable housing stock of 3,038 units, consisting of 2,846 rental units and 192 active loans for first time homebuyers.

Despite these tremendous efforts, the City Council was extremely cognizant that additional work was needed. Over 60% of the city’s residents are renters, many of whom are faced with the uncertainty of unaffordable increases in their rents.
DISCUSSION:
On March 5, 2019, the City Council adopted an Emergency Ordinance (Ordinance No. 19-07) to impose a 45-day moratorium limiting rent increases to 5% per year on certain residential properties. The City Council found that if a temporary moratorium on residential rental increases were not imposed at that time, the public health, safety and welfare of many citizens would be immediately threatened, because landlords would have an immediate incentive to increase rents to even higher levels before the City Council could implement tenant relocation assistance or other such regulations. The City Council also directed the City Manager to provide a comprehensive report on rent rates as they pertained to Inglewood and the region. The purpose of the report was to provide the City Council with information and recommendations to assist with developing a Housing Protection Ordinance. The directive was to design a policy whose purpose is to maintain housing options for Inglewood residents in the face of a rental market that is rapidly bringing Inglewood to market rate rents, and yet be fair to both renters and owners alike.

On April 2, 2019, the City Manager provided a brief status update and requested a time extension to continue efforts to broaden the research of similar cities in Southern California to add protection and support for senior and disabled renters, and other tenants, as well as compile more comparable information on rental increase limits, and relocation assistance allowances.

On April 9, 2019, a written report was provided to the City Council, and notice was given that a public hearing would be held on April 16, 2019.

On April 16, 2019, a public hearing was conducted to receive public comments regarding the adoption of Ordinance No. 19-07. After receiving public input, as well as comments from the City Council, Ordinance No. 19-09 was introduced and adopted extending the moratorium for an additional 60 days. The City Council also directed the City Attorney to draft a comprehensive ordinance that provides for the following:

1. A cap on annual rent increases
2. Limiting rent increases to once in a 12-month period.
3. Establish a relocation allowance program for increases exceeding 4%.
4. Establish a Just Cause Eviction Policy for the City of Inglewood.

After completing a comprehensive study of various rent control policies established by numerous Southern California cities, in addition to State policies and input from the community, the proposed ordinance seeks to fairly address this issue by establishing the following:

1. An 8% cap on annual rent increases.
2. A Relocation Allowance Program for rent increases exceeding 4%.
3. Limiting rent increases to once in a 12-month period.
4. A Just Cause Eviction Policy for the City of Inglewood.
5. Includes an Exemption for residential properties containing four (4) dwelling units or less.

FINANCIAL/FUNDING ISSUES AND SOURCES:
There is no fiscal impact associated this action.

DESCRIPTION OF ATTACHMENTS:
Attachment No. 1 - Ordinance
ORDINANCE NO.: _____

AN ORDINANCE OF THE CITY OF INGLEWOOD, CALIFORNIA ADDING
A NEW ARTICLE 9 "HOUSING PROTECTION INITIATIVE" TO
CHAPTER 8 OF THE INGLEWOOD MUNICIPAL CODE TO REGULATE
RENT INCREASES AND JUST CAUSE EVICTIONS FOR certain
COVERED RESIDENTIAL RENTAL UNITS.

WHEREAS, on March 5, 2019, the City Council of the City of Inglewood adopted
as an urgency measure Interim Ordinance No. 19-07 temporarily restricting certain
residential rent increases to no more than 5% and requiring just case for evictions; and

WHEREAS, pursuant to Government Code section 65858(a), Interim Ordinance
No. 19-07 shall be of no further force and effect 45 days from its date of adoption, i.e.,
April 19, 2019, unless otherwise extended after notice and public hearing pursuant to
section 65090; and

WHEREAS, the City Council directed City staff to present to the Council just
cause eviction policy alternatives or an ordinance establishing just cause requirements
for evictions; and

WHEREAS, at the April 2, 2019, public meeting, the City Council heard public
comments and received an oral report from the City Manager identifying areas of
research regarding Interim Ordinance No. 19-07, which would require an extension of
time beyond April 19, 2019; and

WHEREAS, on April 9, 2019, the City issued a written report regarding Interim
Ordinance No. 19-07 that identified the areas of additional research and indicated a final
report would be presented on April 16, 2019; and

WHEREAS, on April 16, 2019, the City Council held a duly noticed public hearing
and took testimony regarding urgency Interim Ordinance No. 19-07; and

WHEREAS, after considering the reports from staff and hearing public comments,
the City Council extended the urgency interim ordinance for an additional 60 days for
staff to draft a rent stabilization and just cause eviction ordinance (Housing Protection
Initiative) that would adopt a cap on annual rent increases, limit annual rent increases to
once in a 12-month period, establish relocation assistance for rent increases exceeding
4%, and establish a just cause eviction policy; and

WHEREAS, staff has prepared this Housing Protection Ordinance to protect
Tenants from unreasonable rent increases and evictions without cause, while protecting
a Landlord’s right to earn a fair and reasonable return from a property and to terminate
a tenancy pursuant to California Code of Civil Procedure section 1161.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD does
ordain as follows:

SECTION 1. A new Article 9 entitled “HOUSING PROTECTION INITIATIVE” is
hereby added to Chapter 8 of the Inglewood Municipal Code to read as follows:

“Section 8-120. Definitions.

Unless otherwise defined elsewhere in this Article, the following words or phrases
as used in this Article shall have the following meanings:

“Covered Rental Unit” means a dwelling unit available for rent in the City together
with the land and appurtenant buildings thereto and all housing services, privileges and
facilities provided in connection with the use or occupancy thereof. The following
dwelling units are not considered Covered Rental Units and, therefore, exempt from the
regulations of this Article:

(1) Units in hotels, motels, inns, tourist homes and rooming and boarding
houses which are rented primarily to transient guests for a period of thirty days or less;

(2) Units in any hospital, convent, monastery, church, religious facility,
extended medical care facility, asylum, transitional housing facilities, or any other facility
requiring intake, case management or counseling as part of the occupancy;

(3) Units owned, operated or managed by a not-for-profit organization
pursuant to a tax credit program, non-profit home for the aged, or dormitory owned or
operated by an educational institution;
(4) Units which a government unit, agency or authority owns, operates, or manages, or in which government-subsidized tenants reside, including but not limited to tenants receiving Housing Choice Vouchers (Section 8), and units subject to a covenant or agreement, such as a density bonus housing agreement, inclusionary housing agreement or an affordable housing agreement, with a government agency restricting the rental rate that may be charged for that unit;

(5) Units exempt pursuant to the Costa-Hawkins Rental Housing Act (Civil Code section 1954.50-1954.535) or any other applicable law; and

(6) Residential properties or parcels containing four (4) dwelling units or less.

"Housing Services" means all services provided by the Landlord related to the use or occupancy of the Covered Rental Unit, including, but not limited to, insurance, repairs, replacement, utilities, window shades and screens, maintenance, painting, heat, hot and cold water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, storage, and any other benefit, privilege or facility that has been provided by the Landlord to the Tenant with use or occupancy of the Covered Rental Use. Services to a Covered Rental Unit shall include a proportionate part of services provided to common facilities of the building in which the Covered Rental Unit is contained.

"Landlord" means any person, partnership, corporation, family trust, and any other business entity or successor thereof, offering for rent or lease any Covered Rental Unit, and the employee, agent or representative of any such person, partnership, corporation, family trust or other business. A Landlord does not include an individual whose primary residence is the same Covered Rental Unit as the Tenant.

"Rent" means all periodic payments and all nonmonetary consideration, including, but not limited to, fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Housing Agreement concerning the use or occupancy of a Covered Rental Unit and premises and attendant Housing Services,
including all payment and consideration demanded or paid for parking, utility charges, pets, furniture, and/or subletting.

"Rental Housing Agreement" means an agreement, oral, written, or implied, between a Landlord and Tenant for the use or occupancy of a Covered Rental Unit and for Housing Services.

"Tenant" means a person entitled, by written or oral agreement, or by sufferance, to the use or occupancy of a Covered Rental Unit.

**Section 8-121. Rent Increases for Covered Rental Units.**

A Landlord of a Covered Rental Unit used or occupied by an existing Tenant is prohibited from doing any the following:

(1) Increasing the Rent more than one time per 12-month period, including the 12 months preceding the effective date of this Article. The 12-month period shall be calculated from the effective date of the Rent increase.

(2) Requesting, imposing, charging or receiving a Rent increase that is more than eight percent (8%) of the then current Rent. For existing Tenants of a Covered Rental Unit whose tenancy began prior to the expiration of Urgency Interim Ordinance No. 19-07, the Landlord may not increase the Rent by more than the Rent that was in effect on or before June 18, 2019, plus any rent increase authorized by this Article. In addition to any other remedy provided in this Article, the Tenant may arrange for any unauthorized Rent increase that Tenant paid to Landlord to be credited toward future Rent payments. The Landlord shall provide Tenant with an accounting of the overpayment credits that are applied to Tenant's future Rent payments.

Allowable Rent increases shall become effective only after the Landlord provides written notice to the Tenant in the manner prescribed by law. To the extent required by state law, Landlords may set the initial Rent for new Tenants without regulation by this Article.

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Section 8-122. Relocation Fees for Rent Increases Over 4%.

(a) If a Landlord takes any action to increase a Tenant’s Rent by more than four percent (4%), the Landlord shall pay relocation fees as set forth below in paragraph (b), if all of the following conditions are met:

(1) A Tenant has resided in the affected Covered Rental Unit for at least 24 consecutive months or 720 consecutive days, whichever is shorter, at the time the Rent increase will take effect; and

(2) All Tenants of the affected Covered Rental Unit notify the Landlord in writing that they elect not to remain therein.

(b) Relocation Fee Matrix.

(1) Base Relocation Fee. Commencing on July 1, 2019, and on each July 1st thereafter, the Base Relocation Fee for any Covered Rental Unit shall be calculated as three (3) times the average of Inglewood Rent according to RENTCafe’s then most recent published online report. ([https://www.rentcafe.com/average-rent-market-trends/us/ca/inglewood/](https://www.rentcafe.com/average-rent-market-trends/us/ca/inglewood/)). The initial average rent shall be $1,770, resulting in a Base Relocation Fee of $5,310.

If RENTCafe stops publishing the average rent for the City of Inglewood, the City will use the last published average rent for the City and adjust it by a percentage equal to the percentage increase, if any, of the consumer price index (CPI) for the Los Angeles-Riverside-Orange County area and then multiply by three (3) to calculate the then current Base Relocation Fee. In no event shall the Maximum Base Relocation Fee for any Covered Rental Unit exceed $7,500.

If multiple Tenants reside in a Covered Rental Unit, the Tenants shall notify the Landlord in writing as to how the Base Relocation Fee should be apportioned to each Tenant before the Landlord becomes obligated to distribute any Base Relocation Fee to the Tenants.

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(2) Additional Relocation Fees for Certain Tenants.

In addition to a portion of the Base Relocation Fee, each individual Tenant of a Covered Rental Unit who meets any of the following conditions shall be eligible for an additional relocation fee as follows:

<table>
<thead>
<tr>
<th>Status</th>
<th>Additional Relocation Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant between 5 to 10 years</td>
<td>$1,000</td>
</tr>
<tr>
<td>Tenant 10 or more years</td>
<td>$2,000</td>
</tr>
<tr>
<td>Disabled, Minor or Senior Tenant</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

For the purposes of this section the following definitions shall apply:

i. A disabled person is any person who is receiving benefits from a Federal, State, or local government, or from a private entity due to a permanent disability that prevents the person from engaging in regular, full-time employment.

ii. A minor is a person younger than eighteen (18) years of age.

iii. A senior is a person sixty-two (62) years of age or older.

A Tenant whose status qualifies him or her for two or more additional relocation fees shall only receive one such fee for the greatest amount.

Only one additional relocation fee for a minor shall be paid to the Tenants of a Covered Rental Unit even if more than one minor resides therein.

(c) A Landlord seeking a Rent increase of more than four percent (4%) shall include in the written notice of Rent increase to all Tenants of the affected Covered Rental Unit information explaining that they, at their election, will be eligible for a relocation fee pursuant to this Section. Such notice shall specify the Base Relocation Fee and Additional Relocation Fees that Tenants may be entitled to upon proof of eligibility.

If all Tenants elect to vacate the affected Covered Rental Unit, the Tenants shall notify the Landlord of that fact in writing and include information about the allocation of the relocation fee to each Tenant. The Landlord shall pay the Tenants one-half of the relocation fee at least five business days after Landlord's receipt of Tenants' written
election to vacate. The Landlord shall pay the Tenants the remaining one-half of the relocation fee no later than five (5) business days after all Tenants have vacated the Covered Rental Unit. Landlord may deduct from the relocation fee: (1) any and all past due Rent owed by any Tenant; (2) any amounts paid by Landlord for any extraordinary wear and tear or damage caused by any Tenant, cleaning, or other purposes served by a security deposit as defined by the Rental Housing Agreement, to the extent that the security deposit is insufficient to provide the amounts due for such costs.

Section 8-123. Just Cause For Eviction Required For Covered Rental Units.

No Landlord shall take any action to terminate any lawful tenancy for a Covered Rental Unit, including but not limited to, making a demand for possession of the Covered Rental unit, threatening to terminate a tenancy verbally or in writing, serving any Notice to Quit or other Notice to Terminate a Tenancy, or bringing any action to recover possession, or be granted recovery of possession of a Covered Rental Unit unless at least one of the following conditions exists:

1. Failure to Pay Rent. The Tenant has failed, after receiving written notice to cease, to pay the Rent to which the Landlord is legally entitled to under the Rental Housing Agreement, this Article, state, or any other local law.

2. Breach of Lease. The Tenant has, after receiving a written notice to cease, continued to substantially violate any of the material terms of the Rental Housing Agreement, other than a violation based on the following:
   a. The obligation to surrender possession upon proper notice; or
   b. The obligation to limit occupancy, provided that the additional Tenant who joins the occupants of the Covered Rental Unit thereby exceeding the limits on occupancy set forth in the Rental Housing Agreement is either the first or second dependent child (minor under age of 18) to join the existing tenancy of a Tenant of record, the sole additional adult Tenant, or is a replacement Tenant who moved in after an approved Tenant vacated the Covered Rental Unit. The Landlord, however, has the right to approve or disapprove the prospective additional or replacement Tenant, who is
not a minor dependent child, provided that the approval is not unreasonably withheld. If
the Landlord fails to respond to the Tenant in writing with a description of the reasons for
the denial of the request within 14 days of receipt of the Tenant’s written request, the
Tenant’s request shall be deemed approved by the Landlord. A Landlord’s reasonable
refusal of the Tenant’s written request may be based on, but is not limited to, the grounds
that the Tenant has replaced one or more departed Tenants with short-term sublessors,
or that the total number of occupants in a Covered Rental Unit exceeds the maximum
occupants as determined by any applicable state or local law.

3. Nuisance. The Tenant is maintaining, committing, or permitting the
maintenance or commission of a nuisance in, or is causing damage to, the Covered
Rental Unit, or the appurtenances thereof, or to the common areas of the property where
the Covered Rental Unit is located, or the Tenant is creating an unreasonable
interference with the comfort, safety or enjoyment of any other residents of the property
or persons residing within a 1,000 foot radius extending from the boundary of the
property. The act or acts constituting domestic violence or sexual assault or stalking
against the Tenant or a member of the Tenant’s household cannot form the substantial
basis of a reason to terminate the tenancy of the victim of such acts.

4. Illegal Purpose. The Tenant is using or permitting the Covered Rental Unit,
the common areas of the property containing the unit, or an area within a 1,000 foot
radius of the boundary line of the property to be used for any illegal purpose.

5. Refusal to Execute New Lease. The Tenant, who had a Rental Housing
Agreement which terminated on or after the effective date of this Article, has refused,
after written request by the Landlord, to execute a written extension or renewal thereof
of like duration with terms which are materially the same as in the previous agreement
and provided that such terms do not conflict with any provision of this Article or any other
provision of law.

6. Failure to Give Access. The Tenant, after service of proper notice, has
refused the Landlord reasonable access to the Covered Rental Unit for the purpose of
making repairs or improvements, or for the purpose of inspection as permitted or required
by law, or for the purpose of showing the unit to any prospective purchaser or mortgagee.
The notice shall inform the Tenant that if they are unable to comply based on a disability-
related reason, they have the right to request a reasonable adjustment or change in the
Landlord's policies or practices to accommodate the Tenant's disability.

7. Subtenant in Sole Possession. The person in possession of the Covered Rental Unit at the end of a lease term is a subtenant not approved by the Landlord.

8. Owner Move In. The owner seeks, after providing written notice to the Tenant pursuant to state law, to recover possession of the Covered Rental Unit in good faith for use and occupancy as a primary residence by the Landlord, or the Landlord's relative, such as a child, foster child, step-child, ward, parent, grandchild, grandparent, brother, sister, spouse or partner.

a. This provision may be invoked only if the Landlord seeking to recover possession of the Covered Rental Unit is a natural person and has at least a fifty percent (50%) recorded ownership interest in the property.

b. No eviction may take place under this provision if the same Landlord or enumerated relative already occupies a unit on the property, or a vacancy already exists on the property.

c. Any Notice to Terminate a Tenant pursuant to this provision shall contain the name, address, and relationship to the Landlord of the person intended to occupy the Covered Rental Unit.

d. The Landlord or enumerated relative must intend in good faith to move into the Covered Rental Unit within sixty (60) days after the Tenant vacates the unit, and occupy the Covered Rental Unit as a primary residence for at least thirty six (36) consecutive months.

e. If the Landlord or enumerated relative specified on the notice terminating the tenancy fails to occupy the Covered Rental Unit within sixty (60) days
after the Tenant vacates, the Landlord shall offer the Covered Rental Unit to the Tenant who vacated it at the same Rent in effect when the Tenant vacated.

  f. A Landlord may not evict a Tenant under this provision if the Tenant (1) has resided in the Covered Rental Unit for at least five (5) years and is either at least sixty-two (62) years old or is disabled pursuant to Government Code section 12955.3; or (2) is certified as being terminally ill by the Tenant’s treating physician; and (3) notwithstanding the foregoing, a Landlord may evict a Tenant who qualifies for the exemptions herein if the Landlord or enumerated relative who will occupy the Covered Rental Unit also meets the criteria for this exemption and no other units are available.

  9. Permanent Withdrawal of Covered Rental Unit from Rental Market. The Landlord seeks in good faith to imminently demolish the Covered Rental Unit or otherwise permanently remove the property containing the Covered Rental Unit from any residential use or purpose in accordance with Government Code sections 7060 through 7060.7. Tenants affected by this provision shall be entitled to a minimum 120-day notice, or one year notice in the case of a person at least 62 years of age or disabled who has resided in a Covered Rental Unit for at least one year prior to the date of the delivery of the notice to the Tenant. Notice times may be increased by regulations if state law allows for additional time. If demolition is the purpose of the withdrawal, the Landlord must receive all needed permits from the City of Inglewood before serving any notices terminating a tenancy pursuant to this paragraph.

  10. Government Order. The Landlord seeks in good faith to recover possession of the Covered Rental Unit in order to comply with a governmental agency’s order that necessitates the vacating of the building the Covered Rental Unit is located in.

  Section 8-124. Actions to Recover Possession Compliance with Article.

  In any action brought by a Landlord to recover possession of a Covered Rental Unit, the Landlord shall allege compliance with this Article. A Landlord’s failure to comply with any requirements of this Article is a complete affirmative defense in an unlawful
Section 8-125. Civil Remedies.

A Tenant may bring a civil suit in the courts of this State alleging that his/her Landlord has violated any of the provisions of this Article or any regulation promulgated hereunder. A Landlord found to have violated this Article, in a civil suit, shall be liable to the Tenant for all actual and punitive damages, and the prevailing Tenant shall be entitled to reasonable attorney’s fees and costs as determined by the court. Additionally, upon a showing that the Landlord has acted willfully or with oppression, fraud, or malice, the Tenant shall be awarded treble damages. No administrative remedy need be exhausted prior to filing a civil suit pursuant to this section.

Section 8-126. Retaliation Prohibited.

No Landlord may threaten to bring, or bring, an action to recover possession of a Covered Rental Unit, cause the Tenant to quit a Covered Rental Unit involuntarily, serve any notice to quit or notice of termination of tenancy, decrease any Housing Services or increase the Rent where the Landlord’s intent is to retaliate against the Tenant for Tenant’s assertion or exercise of rights under this Article or under state or federal law; for the Tenant’s request or demand for, or participation in mediation or arbitration under any public or private mediation program; or for the Tenant’s participation in litigation. Such retaliation shall be a defense to an action to recover possession of the Covered Rental Unit, or it may serve as the basis for a civil action by the Tenant for actual and punitive damages and/or injunctive relief.

Section 8-127. Enforcement Procedures.

The City, at its sole discretion, may choose to enforce the provisions of this Article through its administrative citations procedures set forth in Chapter 11, Article 11.4 of the Municipal Code, and/or pursue any other civil or criminal enforcement action. The City’s decision to pursue or not pursue enforcement of any kind shall not affect a Tenant’s right to pursue civil remedies under this Article or any other applicable law.
Nothing in this Article shall be interpreted to deprive the Landlord of the ability to earn a fair and reasonable return from a property or to preclude a Landlord from terminating a tenancy in accordance with this Article and California Code of Civil Procedure section 1161, as may be modified from time to time."

SECTION 2. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions thereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 3. The City Clerk shall certify that to the approval, passage and adoption of this Ordinance by the City Council and shall cause the same to be published in accordance with the City Charter, and thirty days from the final passage and adoption, this Ordinance shall be in full force and effect.

INTRODUCED at a regular meeting of the Inglewood City Council on ________________, 2019.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Inglewood City Council on ____________________, 2019.

CITY OF INGLEWOOD:

________________________
James T. Butts, Jr., Mayor

ATTEST:

________________________
Yvonne Horton, City Clerk
ORDINANCE NO. 900-U

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA ESTABLISHING INTERIM RENT CONTROL MEASURES FOR A 45-DAY PERIOD INCLUDING BUT NOT LIMITED TO A PROHIBITION OF RENT INCREASES ABOVE 3% WITHIN A 12-MONTH PERIOD WITH THE ABILITY TO EXTEND THE ORDINANCE FOR AN ADDITIONAL 10 MONTHS AND 15 DAYS FOR FURTHER STUDY

WHEREAS, the City of Bell Gardens ("City") is a general law city, incorporated under the laws of the State of California;

WHEREAS, pursuant to its police power, the City may enact and enforce laws within its boundaries which promote the public health, morals, safety, or general welfare of the community, and are not in conflict with general laws;

WHEREAS, it has come to the City’s attention that rents throughout the Los Angeles County area are continuing to rise as real estate costs rise, which is leading to a decrease in affordability for many and potential homelessness;

WHEREAS, the City Council of the City of Bell Gardens has formed an Ad Hoc Committee to look into rising rent costs and needs additional time to create an ordinance that would address both Tenant and Landlord concerns;

WHEREAS, this urgency interim ordinance is intended to temporarily stabilize rent increases for Tenants while still allowing a maximum 3% rent increase for Landlords while the City further studies the issue to come up with a permanent rent control program; and

WHEREAS, failure to adopt this temporary ordinance may subject renters to economic hardship and potential displacement that may lead to homelessness to the detriment of the public health, safety and welfare.
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL GARDENS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Definitions. For the purposes of this interim ordinance, the following definitions shall apply:

A. “Base Rent” means the monthly Rent that was in effect on October 28, 2019.

B. “Covered Rental Unit(s)” means any Rental Unit except for:
   a. A dwelling unit which is alienable separate from the title to any other dwelling unit or which is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Section 11004.5 of the Business and Professions Code;
   b. A dwelling unit for which a certificate of occupancy was issued after February 1, 1995; or
   c. Any other dwelling unit exempt from the Costa-Hawkins Rental Housing Act (California Civil Code Section 1954.52) or any other applicable state or federal law.

C. “Just Cause” shall have the same meaning as the future California Civil Code Section 1946.2(b), as amended by Section 2 of the Tenant Protection Act of 2019.

D. “Hearing Officer” means the person designated by the Director to conduct a review hearing under Section 5 of this interim ordinance. The Hearing Officer shall not be the enforcement officer that investigated the matter and/or issued the notice of administrative fine under Section 6 of this interim ordinance that is the subject of the administrative hearing or the immediate supervisor of that enforcement officer.

E. “Housing Services” means all services provided by the Landlord related to the use or occupancy of a Covered rental unit, including but not limited to, insurance, repairs, replacement, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, recreational areas and/or pools, Janitorial service, refuse removal, furnishings, parking, storage, and security services.
F. “Landlord” means an owner, lessor, or sublessor who receives or is entitled to receive Rent of the use and occupancy of any Covered Rental Unit or Rental Unit or portion thereof, and the representative, agent, or successor of such owner, lessor, or sublessor. For purposes of this interim ordinance, a Landlord does not include an individual whose primary residence is the same Covered Rental Unit as the Tenant.

G. “Notice of Termination” means a written notice from a Landlord to a Tenant that, in addition to any information required by State or federal law to terminate a residential tenancy, identifies at least one For Cause or No Fault reason that permits the Landlord to terminate the tenancy.

H. “Rent(s)” is the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Covered Rental Unit, including tenant’s access to and use of Housing Services. Rent includes without limitation, the fair market value of goods accepted, labor performed, or services rendered.

I. “Responsible Person” is a person responsible for, or alleged to be responsible for, a violation of this interim ordinance.

J. “Tenant” means a person entitled, by written or oral agreement, or by sufferance, to the use or occupancy of any Covered Rental Unit or Rental Unit.

K. “Rental Unit(s)” means any dwelling units as defined in California Civil Code section 1940, subsection (c), including joint living and work quarters used or occupied in consideration of payment of Rent. This definition applies to any dwelling space that is actually used for residential purposes, whether or not the residential use is legally permitted, including live-work spaces, mobile homes rented by the owner of a mobile home to a Tenant, and accessory dwelling units. For purposes of compliance with this interim ordinance, Rental Unit does not mean any dwelling unit in which the Landlord or any member of his/her immediate family occupies one of the dwelling units on the property containing the Rental Unit and it is necessary for the Landlord or any member of his/her immediate family to use either a bathroom or kitchen facility common with the tenant.
SECTION 3. Rent Increases. As of the effective date of this interim ordinance, and until December 11, 2019, no Landlord in the City of Bell Gardens may request, receive, or retain Rent for a Covered Rental Unit from an existing Tenant whose tenancy began before or on October 28, 2019, in an amount that exceeds the monthly Rent that was in effect on October 28, 2019, plus any Rent increase authorized by this Section. Until December 11, 2019, no Landlord may request, receive, or retain Rent for a Covered Rental Unit from a Tenant whose tenancy began after October 28, 2019, which amount exceeds the initial monthly Rent charged for the Covered Rental Unit, plus any increase authorized by this Section.

A. While this interim ordinance is in effect, the monthly Rent charged for a Covered Rental Unit that is continuously occupied by the same Tenant may be increased no more than three percent (3%) in any 12-month period. For any Covered Rental Unit in which Rent for the Tenant household has been increased more than three percent (3%) since October 28, 2019, Rent for that particular Tenant household shall be capped at the Rent as of October 28, 2019, plus three percent (3%) for the twelve (12) months following the effective date of the Rent increase.

B. In the event that a Tenant household has already paid Rent in excess of an three percent (3%) increase over their October 28, 2019 rent, the Landlord shall credit the Tenant for the balance of the overpayment. The Landlord may elect to either: (a) pay the Tenant the balance of the overpayment directly in one lump sum, or (b) give the Tenant a credit against the Rent otherwise due from the Tenant to the Landlord over a six-month period. In the event the Landlord elects to pay the Tenant in one lump sum, the payment shall be due on or before the next Rent payment is due from the Tenant to the Landlord after the effective date of this Interim Ordinance. In the event the landlord elects to give the Tenant a credit over a six-month period, the credit shall be granted beginning the first date a Rent payment is due from the Tenant to the Landlord after the effective date of this Interim Ordinance. Any payment or credit under this subsection shall be enforceable notwithstanding the expiration of this Interim Ordinance.
C. For any Covered Rental Unit in which Rent for a particular Tenant household has not been increased by three percent (3%) of the Rent charged on October 28, 2019, the Rent for that particular Tenant household may only be increased following the effective date of this Interim Ordinance by an amount that, when added to the amount of any Rent increase noticed on or after October 28, 2019, does not exceed three percent (3%) of the monthly Rent charged on October 28, 2019, or of the initial rent charged if the tenancy began after October 28, 2019.

D. A decrease in Housing Services is considered an increase in Rent. A Tenant may petition for an adjustment in rent based on a decrease in Housing Services under the process set forth in Section 7 of this interim ordinance.

**SECTION 4. Evictions.** While this Interim Ordinance is in effect, no Landlord shall serve a Notice of Termination or otherwise move to terminate a Tenant’s tenancy without Just Cause. This section shall not limit a Landlord’s ability to repurpose a property for non-rental uses.

**SECTION 5. Exceptions and Exemptions.** The following are exempt from this Interim Ordinance:

A. Accommodations in motels, hotels, inns, tourist houses, rooming houses, and boarding houses, provided that such accommodations are not occupied by the same tenant for thirty (30) or more days;

B. Commercial units; and

C. Housing accommodation in any hospital, convent, monastery, extended care facility, convalescent home, nonprofit home for the aged, or dormitory operated by an educational institution.

This Interim Ordinance does not regulate the initial Rent at which a unit is offered.

**SECTION 6. Enforcement.** In any action by a Landlord to recover possession of a Rental Unit, the Tenant may raise as an affirmative defense any violation or noncompliance with the provisions of this Interim Ordinance.

**SECTION 7. Petition for Relief.**

A. Petition Process. If a Landlord desires to increase the rent for a Covered Rental Unit in an amount greater than allowed in Section 3 of this Interim Ordinance,
and the Landlord Contends that the limitations on Rent increases in Section 3 will prevent the Landlord from receiving a fair and reasonable return with respect to the operation of the property containing the Covered Rental Unit, the Landlord may file a petition with the Community Development Department by requesting a hearing, which will be heard by a Hearing Office appointed by the Director. The Landlord shall mail a copy of the petition by first class mail, postage prepaid, to all Tenants whose Rents are the subject of the petition within five (5) calendar days after the date the petition is filed. Within ten (10) calendar days after the date the petition is filed, the Landlord shall file a proof of service signed under penalty of perjury stating that a copy of the petition was mailed to all such Tenants. The petition shall include a statement indicating the basis on which the Landlord contends that the limitations of this Interim Ordinance on Rent increases will prevent the Landlord from receiving a fair and reasonable return, together with any evidence that the Landlord wants the Hearing Officer to consider. The Landlord shall bear the burden of proving by a preponderance of the evidence at the hearing that because of the implementation of this interim ordinance, the Landlord is unable to obtain a fair and reasonable return.

B. Hearing Process.

a. A hearing before the Hearing Office shall be set for a date no sooner than fifteen (15) days and no later than sixty (60) days after receipt of the request and proof of service on any request complying with the requirements of this Section 7, unless the Hearing Officer determines that good cause exists for an extension of time. The Hearing Officer shall send written notice to the Landlord and the Tenant of the date, time, and place set for the hearing. Upon receipt, the Landlord shall post such notice in a conspicuous place at the affected property including the Covered Rental Units that are the subject of the petition. Such notice shall be placed on a written instrument that is at least eleven (11) inches in width and seventeen (17) inches in length, and shall be placed not less than four (4) feet above ground level in the common area, at the entry or entries to the building or units, or other similar location or locations as necessary to
provide Tenants a reasonable opportunity to view the notice and be advised of the hearing. Within five (5) calendar days of receipt of the notice of hearing, the Landlord shall personally deliver a copy of the notice to each Tenant in the affected Covered Rental Units.

b. At the hearing the Landlord shall be given the opportunity to testify, call witnesses, and to present evidence concerning the petition. The Hearing Officer shall then hear testimony from the Tenants in the affected Covered Rental Units. The Hearing Office may continue the hearing and request additional information from the Landlord or Tenants prior to issuing a written decision. The Hearing Officer shall have the power to issue orders to keep order and decorum during the hearing. All hearings conducted by the Hearing Officer shall be open to the public.

c. The Hearing Officer may, in his or her discretion, grant a continuance of the hearing date upon a request and a showing of good cause by the Landlord or Tenant. The request must be made in writing and be received by the Hearing Officer at least five (5) business days prior to the hearing date. In the instance of a Landlord's continuance request, the Landlord must personally deliver a copy of the request to the affected Tenant(s). In the instance of a Tenant's continuance request, the Tenant must personally deliver a copy of the request to the Landlord. In no event shall the continuance be longer than fifteen (15) calendar days from the originally scheduled hearing date.

d. The cost of the hearing, including but not limited to a Hearing Officer's fee, shall be borne by the petitioner.

C. Evaluation of Petitions. In evaluating the petitions from a Landlord or Tenant, the Hearing Officer shall consider all relevant factors that may potentially impact a Landlord's ability to obtain a fair and reasonable return and shall consider the basis for the calculation of any increase in Rent. Relevant factors may include, but are not limited to, changes in costs to the Landlord attributable to increased utility rates, property taxes, insurance, advertising, variable mortgage interest rates, governmental assessments and fees, incidental services, employee costs,
normal repair and maintenance, upgrading and addition of amenities or services, rent rolls, financial statements, expert analysis, and relevant studies.

D. **Hearing Office Decision.** After considering all of the testimony and evidence submitted at the hearing, within twenty (20) calendar days after the conclusion of the hearing, the Hearing Officer shall issue a written decision denying, affirming or modifying the petition and shall adopt written findings in support of that decision. The written decision shall be served by first-class mail, postage prepaid on the Landlord and any Tenants in the affected Covered Rental Unit. The Hearing Officer’s decision shall be final.

E. **Judicial Review of Hearing Officer Decision.** Any person directly aggrieved by an administrative decision of a Hearing Officer pertaining to a Petition for Relief from Interim Ordinance may seek judicial review in the Superior Court pursuant to Government Code Section 53069.4 and/or Code of Civil Procedure Sections 1094.5 and 1094.6.

F. **Timing of Petitions and Hearing.** Any petition that is timely filed before the expiration of this Interim Ordinance may continue to be adjudicated. Relief may be granted retroactively to the date the petition was filed.

**SECTION 8. Inconsistent Provisions.** Any provision of the Bell Gardens Municipal Code or appendices thereto that conflicts with the provisions of this Interim Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Interim Ordinance.

**SECTION 9. Severability.** If any section, subsection, sentence, clause, or phrase of this Interim 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 Interim 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 10. Sunset Date.** This Interim Ordinance shall expire by its own terms after December 11, 2019 unless otherwise extended.
SECTION 11. Compliance with California Environmental Quality Act. The City Council finds that Ordinance No. 900-U is not subject to the California Environmental Quality Act pursuant to Section 15060(c)(2), constituting an activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment, and pursuant to Section 15060(c)(3) constituting an activity that is not a project as defined in Section 15378.

SECTION 12. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions might subsequently be declared invalid or unconstitutional.

SECTION 13. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law, which shall take full force and effect immediately for a period of 45 days, which may be extended further for 10 months and 15 days.

PASSED, APPROVED, AND ADOPTED this 28th day of October, 2019.

[Signatures on the following page]
STAFF REPORT

Date: November 5, 2019
To: Honorable Mayor/Chair and City Council/Agency Members
From: Office of the City Attorney
Subject: Consideration to Adopt Proposed Urgency Ordinance No. 704 of the City Council of the City of Cudahy Adding Chapter 5.10 to the Cudahy Municipal Code Relating to the Collection of Eviction Data in the City of Cudahy

RECOMMENDATION

The City Council is requested to adopt proposed Urgency Ordinance No. 704 Adding Chapter 5.10 to Title 5, Business Licenses and Regulations, of the Cudahy Municipal Code Relating to the Collection of Eviction Data in the City of Cudahy

BACKGROUND

1. In August 2019, the City Council received presentations from City staff on rent control and rent stabilization.

2. On October 8, 2019, Governor Gavin Newsom signed Assembly Bill 1482 (AB 1482), officially the Tenant Protection Act of 2019, which will limit annual rent increases at 5% plus the rate of inflation. The law, which takes effect on January 1, 2020, will also apply “just cause” eviction policies to qualified housing across California. AB 1482 will remain in effect until 2030 and will affect an estimated 2.4 million apartments.

3. In an effort to address residents' concerns over increasing rents and evictions, staff has looked into actions taken by surrounding jurisdictions in response to recent rent control developments and State legislation. Staff has found that the County of Los Angeles and the Cities of Inglewood, Culver City, and Bell Gardens have all adopted either interim or permanent ordinances to establish rent control measures and policies to protect tenants from becoming displaced.

4. Concurrently with this Urgency Ordinance, the City is proposing to adopt an Interim Rent
Control Measures Ordinance to establish a temporary moratorium on rent increases over 3%. The Urgency Ordinance and the interim ordinance will give staff adequate time to research issues such as the housing and homeless crises, and housing issues directly affecting the community and come back with more concrete measures in an effort to be fair to both tenants and landlords.

**ANALYSIS**

In response to the State of California’s affordable housing and homelessness crisis, on September 11, 2019, the California Assembly passed AB 1482, known as the Tenant Protection Act of 2019. The Tenant Protection Act of 2019 goes into effect January 1, 2020, limiting certain residential rent increases and evictions throughout the state of California.

According to the 2017 American Community Survey, 85% of Cudahy households are renters. Fifty-nine percent of Cudahy households are rent burdened (spending more than thirty percent or more of household income on housing) and thirty-one percent of Cudahy households are severely rent burdened (spending fifty percent or more of household income on housing), compared to forty-nine percent and twenty-five percent in Los Angeles County respectively. The City requires an immediate means to monitor and collect data to address the unintended consequences of the upcoming implementation of the State of California’s Tenant Protection Act of 2019, which takes effect on January 1, 2020. Without such data, the City will be unable to assess and address the City's urgent needs in light of the changing legal landscape, including but not limited to, Cudahy residents' unique vulnerabilities with respect to housing instability, risks of displacement, and homelessness, thus placing the public health, safety, and welfare in immediate threat as we await the implementation of the Tenant Protection Act of 2019.

**City Notice of Termination**

The City will be able to monitor and collect data on evictions by requiring Landlords to provide the City with a copy of the Notice of Termination served on residents/tenants within five (5) calendar days of effective service. However, the City’s notice requirements do not conflict with California’s state notice requirements; Landlords must still comply with state law requirements regarding serving a Notice of Termination to a Tenant.

This Urgency Ordinance allows City’s Tenants to challenge the validity of a Landlord’s legal action to terminate a Tenancy, in a court of competent jurisdiction, due to a Landlord’s failure to comply with City’s Notice of Termination requirement.
CONCLUSION

If the City Council approves the proposed ordinance, the Urgency Ordinance will take effect immediately to protect residents facing vulnerable housing circumstances and will provide the City with an immediate means to monitor and collect data to address the unintended consequences of the upcoming implementation of the State of California’s Tenant Protection Act of 2019, which takes effect on January 1, 2020.

FINANCIAL IMPACT
No fiscal impact.

ATTACHMENTS
Proposed Urgency Ordinance No. 704
URGENCY ORDINANCE NO. 704

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, ADDING CHAPTER 5.10 TO TITLE 5 OF THE CUDAHY MUNICIPAL CODE RELATING TO THE COLLECTION OF EVICTION DATA IN THE CITY OF CUDAHY

WHEREAS, Article 11, Section 7 of the California Constitution authorizes the City of Cudahy (“City”) to make and enforce within its limits all ordinances and regulations not in conflict with general laws; and

WHEREAS, the City of Cudahy is a general law city under California Government Code Section 34102; and

WHEREAS, California Government Code Section 36937(b) allows a general law city to adopt, effective immediately as an urgency measure, an ordinance for the immediate preservation of the public health or safety; and

WHEREAS, such an urgency measure requires a four-fifths vote (4 votes) of the City Council for adoption; and

WHEREAS, in response to the State of California’s affordable housing and homelessness crisis, on September 11, 2019, the California Assembly passed AB 1482, known as the Tenant Protection Act of 2019; and

WHEREAS, the Tenant Protection Act of 2019 goes into effect January 1, 2020, limiting certain residential rent increases and evictions throughout the state of California; and

WHEREAS, according to the 2017 American Community Survey, 85% of Cudahy households are renters; and

WHEREAS, fifty-nine percent of Cudahy households are rent burdened (spending more than thirty percent or more of household income on housing) and thirty-one percent of Cudahy households are severely rent burdened (spending fifty percent or more of household income on housing), compared to forty-nine percent and twenty-five percent in Los Angeles County respectively; and

WHEREAS, the City requires an immediate means to monitor and collect data to address the unintended consequences of the upcoming implementation of the State of California’s Tenant Protection Act of 2019, which takes effect on January 1, 2020; and
WHEREAS, the City Council finds and determines that, without such data, it will be unable to assess and address the City's urgent needs in light of the changing legal landscape, including but not limited to, Cudahy residents' unique vulnerabilities with respect to housing instability, risks of displacement, and homelessness, thus placing the public health, safety, and welfare in immediate threat as we await the implementation of the Tenant Protection Act of 2019; and

WHEREAS, the City will be able to monitor and collect data on evictions by requiring Landlords to provide the City with a copy of the Notice of Termination served on residents/tenants within five (5) calendar days of effective service; and

WHEREAS, this Urgency Ordinance allows City’s Tenants to challenge the validity of a Landlord’s legal action to terminate a Tenancy, in a court of competent jurisdiction, due to a Landlord’s failure to comply with City’s Notice of Termination requirement; and

WHEREAS, this Urgency Ordinance is needed for the immediate preservation of such public health, safety, and welfare, and shall take effect immediately upon adoption.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY does ordain as follows:

SECTION 1. Findings. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Urgency Findings.

(1) The City requires an immediate means to monitor and collect data to address the unintended consequences of the upcoming implementation of the State of California’s Tenant Protection Act of 2019, which takes effect on January 1, 2020; and

(2) The adoption of the Urgency Ordinance is needed for the immediate preservation of such public health, safety, and welfare as, without such adoption, the City will be unable to collect the necessary data to assess and address the City's urgent needs in light of the changing legal landscape, including but not limited to, Cudahy residents' unique vulnerabilities with respect to housing instability, risks of displacement, and homelessness.

SECTION 3. Ordinance.

Chapter 5.10.010, Rental Property, is added to Cudahy Municipal Code to read as follows:
Chapter 5.10

RENTAL PROPERTY

Sections:

Article I. Title, Purpose and Definitions

5.10.010 Title.
This chapter shall be known as the Eviction Data Collection Ordinance of the City.

5.10.020 Purpose.
This chapter is enacted for the purpose of collecting data regarding residential evictions in the City, in order for the City to better understand rental housing and its impacts on renters. The data collected by this ordinance may be used by the City to develop and implement additional ordinances or policies regarding residential housing.

5.10.030 Definitions.
Wherever they appear in this chapter, the following defined terms shall have the meanings provided in this section, unless it is apparent from their context that a different meaning is intended:

(1) “City” means the City of Cudahy
(2) “Housing Services” means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including but not limited to, insurance, repairs, replacement, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, recreational areas and/or pools, janitorial service, refuse removal, furnishings, parking, storage, and security services.
(3) “Landlord” means an owner, lessor, or sublessor who receives or is entitled to receive Rent of the use and occupancy of any Rental Unit or portion thereof, and the representative, agent, or successor of such owner, lessor, or sublessor. For purposes of this chapter, a Landlord does not include an individual whose primary residence is the same Rental Unit as the Tenant.
(4) “Notice of Termination” means any written notice from a Landlord to a Tenant regarding the termination of a residential tenancy.
(5) “Rent(s)” is the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Rental Unit, including tenant’s access to and use of Housing Services. Rent includes without limitation, the fair market value of goods accepted, labor performed, or services rendered.

(6) “Rental Unit(s)” means any dwelling units as defined in California Civil Code section 1940, subsection (c), including joint living and work quarters, located in the City and used or occupied in consideration of payment of Rent. This definition applies to any dwelling space that is actually used for residential purposes, whether or not the residential use is legally permitted, including live-work spaces, mobile homes rented by the owner of a mobile home to a Tenant, and accessory dwelling units. For purposes of compliance with this chapter, Rental Unit does not mean any dwelling unit in which the Landlord or any member of his/her immediate family occupies one of the dwelling units on the property containing the Rental Unit and it is necessary for the Landlord or any member of his/her immediate family to use either a bathroom or kitchen facility common with the Tenant.

(7) “Tenant” means a person entitled, by written or oral agreement, or by sufferance, to the use or occupancy of any Rental Unit.

Article II. General Provisions

5.10.040 Termination of a residential tenancy

No Landlord may terminate a residential tenancy of a Tenant occupying a Rental Unit unless the Landlord can demonstrate:

(1) The Landlord served a Notice of Termination on the Tenant, in accordance with California Civil Code Section 1162 and as it may from time to time be amended; and

(2) The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Rental Unit beyond the term of the terminated tenancy in compliance with California Civil Code sections 1945, 1946, and 1946.1, as they may from time to time be amended; and

(3) The Landlord has submitted to the City of Cudahy, c/o Housing Division, 5220 Santa Ana St., Cudahy, CA 90201 via certified mail return receipt requested within five (5) calendar days after service on the Tenant, a true and accurate copy of the Notice of Termination, with proof of such service on the Tenant(s) attached.

(a) Evidence of proof of service may include receipt of delivery of the notice by the Tenant or a sworn statement by the landlord executed under penalty of perjury under the laws of the State of California that confirms service of the Notice of Termination to the Tenant.

(b) Landlord shall maintain proof of service to the City as evidence that Landlord has complied with this subsection (3) of Section 5.10.040.

5.10.050 Proof of compliance

The City will accept copies of all Notices of Termination received in accordance with Section 5.10.040 and, upon written request of a Tenant who verifies residency in the Rental Unit that is the subject of the Notice of Termination, and/or upon the written request of the Landlord who submitted the Notice of Termination, will endeavor to provide confirmation to the requesting party that such Notice of Termination was received; however, the City assumes no responsibility for errors or omissions in its response, and the City’s response or lack thereof shall in no way create a
City duty, impose an obligation on the City with respect to the requirements of this chapter, or otherwise lead to legal or equitable liability on behalf of the City.

5.10.060 Violations

(1) A Tenant may challenge the validity of a Landlord’s legal action to terminate a Tenancy, in a court of competent jurisdiction, based on a Landlord’s failure to comply with any or all of the requirements included in subsections (1) through (3) of Section 5.10.040, including the Landlord’s failure to provide the City with a true and accurate copy of the Notice of Termination with proof of service.

(2) In a suit for unlawful detainer, a Landlord’s failure to comply with any or all of the requirements included in subsections (1) through (3) of Section 5.10.040, including the Landlord’s failure to provide the City with a true and accurate copy of the Notice of Termination with proof of service, shall constitute an affirmative defense.

SECTION 3. 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 implement the provisions of this Ordinance.

SECTION 4. Severability. If any section, subsection, 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 thereof would be subsequently declared invalid or unconstitutional.

SECTION 5. Publication and Effective Date. This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Sections 36934 and 36937 and shall be in full force and effect upon its adoption by a four-fifths (4/5) vote of the City Council. The City Clerk shall cause this Urgency Ordinance to be published once in a newspaper of general circulation within fifteen (15) days after its adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Cudahy this 5th day of November, 2019.

Jose R. Gonzalez
Mayor
ATTEST:

__________________________
Richard Iglesias
Assistant City Clerk

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

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Interim Urgency Ordinance No. 704 was passed and adopted by the City Council of the City of Cudahy at a regular meeting held on the 5th day of November 2019, and that said Ordinance was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
Richard Iglesias
Assistant City Clerk