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 115)

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.

13. COUNCIL DISCUSSION
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
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 31st day of October 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

==========
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:

   Demands $ 816,271.03 (Attachment A)
   Payroll Warrants $ 107,539.28 (Attachment B)
   $ 64,883.42 (Attachment B)

   Total: $ 988,693.73
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
# Check Register Report

**Date:** 10/23/2019  
**Time:** 2:45 pm  
**Page:** 1

## City of Cudahy

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## Check Register Report

**City of Cudahy**

**Wells Fargo Bank**

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50182 06/25/2019 10128 ALCALA MIKE ALONSO SENIORS DJ SERVICE JUNE 7 Printed

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50184 06/25/2019 1778 ALL CITY MANAGEMENT CROSSING GUARD MAY 19 - JUN Printed

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<td>9,429.73</td>
</tr>
<tr>
<td>32997</td>
<td>252-4750-6780.000</td>
<td>9,429.73</td>
<td>0.00</td>
<td>9,429.73</td>
</tr>
</tbody>
</table>
## Check Register Report

**City of Cudahy**

**BANK:** WELLS FARGO BANK

### Check | Check Date | Reconcile Date | Vendor# | Vendor Name | Gross | Amount | Status | Check Description
---|---|---|---|---|---|---|---|---
50198 | 06/25/2019 | | 10463 | GENUINE GENERAL CONTRACTOR | 9,429.73 | 10,000.00 | Printed | CDBG REHAB PROGRAM FY18/19

<table>
<thead>
<tr>
<th>Ref#</th>
<th>GL Number</th>
<th>Gross</th>
<th>Discount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>32969</td>
<td>510-4620-6767.000</td>
<td>1,000.00</td>
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<td>1,000.00</td>
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<tr>
<td>32970</td>
<td>510-4620-6767.000</td>
<td>9,000.00</td>
<td>0.00</td>
<td>9,000.00</td>
</tr>
</tbody>
</table>

### Check | Check Date | Reconcile Date | Vendor# | Vendor Name | Gross | Amount | Status | Check Description
---|---|---|---|---|---|---|---|---
50199 | 06/25/2019 | | 10053 | HAULAWAY STORAGE CONTAINERS | 10,000.00 | 74.20 | Printed | 21FT CONTAINER RENTAL MAY 1 -

<table>
<thead>
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<th>Gross</th>
<th>Discount</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>33005</td>
<td>001-4020-6970.000</td>
<td>74.20</td>
<td>0.00</td>
<td>74.20</td>
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</tbody>
</table>

### Check | Check Date | Reconcile Date | Vendor# | Vendor Name | Gross | Amount | Status | Check Description
---|---|---|---|---|---|---|---|---
50200 | 06/25/2019 | | 0042 | HUNTINGTON PARK RUBBER STAMP | 74.20 | 28.77 | Printed | NAME PLATES

<table>
<thead>
<tr>
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<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>32980</td>
<td>001-4020-8080.000</td>
<td>28.77</td>
<td>0.00</td>
<td>28.77</td>
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</table>

### Check | Check Date | Reconcile Date | Vendor# | Vendor Name | Gross | Amount | Status | Check Description
---|---|---|---|---|---|---|---|---
50201 | 06/25/2019 | | 4553 | JV PRINTING | 202.11 | 202.11 | Printed | WINDOW ENVELOPES

<table>
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<tbody>
<tr>
<td>33008</td>
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<td>202.11</td>
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### Check | Check Date | Reconcile Date | Vendor# | Vendor Name | Gross | Amount | Status | Check Description
---|---|---|---|---|---|---|---|---
50202 | 06/25/2019 | | 8057 | KONICA MINOLTA BUSINESS | 258.52 | 258.52 | Printed | MONTHLY SERVICE BIZHUB

<table>
<thead>
<tr>
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<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>33002</td>
<td>001-4020-6014.000</td>
<td>258.52</td>
<td>0.00</td>
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</table>

### Check | Check Date | Reconcile Date | Vendor# | Vendor Name | Gross | Amount | Status | Check Description
---|---|---|---|---|---|---|---|---
50203 | 06/25/2019 | | 10536 | MENDEZ GUSTAVO | 76.18 | 76.18 | Printed | TRAVEL REIMBURSEMENT

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<th>Discount</th>
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</thead>
<tbody>
<tr>
<td>33007</td>
<td>001-4530-6392.000</td>
<td>76.18</td>
<td>0.00</td>
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### Check | Check Date | Reconcile Date | Vendor# | Vendor Name | Gross | Amount | Status | Check Description
---|---|---|---|---|---|---|---|---
50204 | 06/25/2019 | | 10500 | MORENO ISRAEL | 330.00 | 330.00 | Printed | FATHER'S DAY EVENT BALLON

<table>
<thead>
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<th>GL Number</th>
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<th>Discount</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>32985</td>
<td>001-4350-6580.000</td>
<td>330.00</td>
<td>0.00</td>
<td>330.00</td>
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</table>

### Check | Check Date | Reconcile Date | Vendor# | Vendor Name | Gross | Amount | Status | Check Description
---|---|---|---|---|---|---|---|---
50205 | 06/25/2019 | | 7014 | NATIONWIDE ENVIRONMENTAL | 7,743.60 | 7,743.60 | Printed | SWEEPING SERVICES MAY 2019

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<th>Discount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>33004</td>
<td>201-4425-6778.000</td>
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<td>7,743.60</td>
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<tr>
<td>Check Number</td>
<td>Check Date</td>
<td>Void/Stop Date</td>
<td>Vendor#</td>
<td>Vendor Name</td>
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<tr>
<td>--------------</td>
<td>------------</td>
<td>----------------</td>
<td>---------</td>
<td>------------</td>
</tr>
<tr>
<td>50206</td>
<td>06/25/2019</td>
<td></td>
<td>10201-1</td>
<td>OLIVAREZ MADRUGA LEMIEUX</td>
</tr>
<tr>
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<tr>
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<tr>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>50207</td>
<td>06/25/2019</td>
<td></td>
<td>9717</td>
<td>PCAM, LLC</td>
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<tr>
<td>50208</td>
<td>06/25/2019</td>
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<td>4502</td>
<td>PYRO SPECTACULARS, INC.</td>
</tr>
<tr>
<td>50209</td>
<td>06/25/2019</td>
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<td>9737</td>
<td>REGIONAL TAP SERVICE CENTER</td>
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<tr>
<td>50210</td>
<td>06/25/2019</td>
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<td>2802</td>
<td>SAM'S CLUB</td>
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<tr>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>50211</td>
<td>06/25/2019</td>
<td></td>
<td>0070</td>
<td>SOUTHERN CALIFORNIA EDISON</td>
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<tr>
<td>50212</td>
<td>06/25/2019</td>
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<td>10531</td>
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<td>Check Date</td>
<td>Void/Stop Date</td>
<td>Vendor#</td>
<td>Vendor Name</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------</td>
<td>----------------</td>
<td>---------</td>
<td>----------------------</td>
</tr>
<tr>
<td>50213</td>
<td>06/25/2019</td>
<td></td>
<td>7015</td>
<td>THE UPS STORE #5461</td>
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<tr>
<td>50214</td>
<td>06/25/2019</td>
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<td>2859</td>
<td>UNDERGROUND SERVICE ALERT-SC</td>
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<tr>
<td>50215</td>
<td>06/25/2019</td>
<td></td>
<td>10458</td>
<td>URENA NORMA</td>
</tr>
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</table>

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:

<table>
<thead>
<tr>
<th>Description</th>
<th>June 6, 2019</th>
<th>June 20, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issued Warrants Number</td>
<td>24762 - 24806</td>
<td>24807 - 24858</td>
</tr>
<tr>
<td>Voided Warrants</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Issued Warrants Amount</td>
<td>$2,582.72</td>
<td>$4,245.30</td>
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<tr>
<td>Direct Deposits (a)</td>
<td>51,694.53</td>
<td>52,126.07</td>
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<tr>
<td>CalPERS Direct Deposit (b)</td>
<td>21,389.20</td>
<td></td>
</tr>
<tr>
<td>CalPERS Direct Deposit (c)</td>
<td>23,673.93</td>
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</tr>
<tr>
<td>Payroll taxes (d)</td>
<td>8,198.90</td>
<td>8,512.05</td>
</tr>
<tr>
<td>Total Amount</td>
<td>$107,539.28</td>
<td>$64,883.42</td>
</tr>
</tbody>
</table>

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

---

**Attachment B**

Page 25 of 144
### CITY OF CUDAHY
Cash and Investment Report by Fund June 2019

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>Fund Name</th>
<th>YTD Inflow</th>
<th>YTD Outflow</th>
<th>June 30, 2019 Inflow</th>
<th>YTD Receipts</th>
<th>YTD Disbursements</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>General Fund</td>
<td>2,729,653.90</td>
<td>9,407,552.99</td>
<td>9,241,429.05</td>
<td>2,895,777.84</td>
<td>747,944.40</td>
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<tr>
<td>040</td>
<td>Drug Assets Seizure Fund - State</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>201</td>
<td>State Gas Tax</td>
<td>152,133.49</td>
<td>1,309,281.51</td>
<td>829,448.78</td>
<td>631,966.22</td>
<td>48,994.67</td>
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<tr>
<td>205</td>
<td>ARRA-JAG</td>
<td>-</td>
<td>-</td>
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<td>-</td>
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<tr>
<td>210</td>
<td>ISTEA</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>221</td>
<td>County ATC Gas Tax Fund</td>
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<tr>
<td>230</td>
<td>Traffic Congestion Fund</td>
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<td>-</td>
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<tr>
<td>235</td>
<td>Other Grants</td>
<td>(281,695.68)</td>
<td>359,449.05</td>
<td>239,280.00</td>
<td>(162,526.63)</td>
<td>9,718.05</td>
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<tr>
<td>240</td>
<td>Prop 1 B - Local Street Improv.</td>
<td>82,495.56</td>
<td>1,584.39</td>
<td>-</td>
<td>84,079.95</td>
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<tr>
<td>242</td>
<td>Prop 42</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>251</td>
<td>Prop C</td>
<td>333,711.91</td>
<td>453,838.27</td>
<td>344,148.52</td>
<td>443,401.66</td>
<td>25,814.06</td>
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<tr>
<td>252</td>
<td>Prop A</td>
<td>817,504.62</td>
<td>512,267.80</td>
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<td>702,029.88</td>
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<tr>
<td>253</td>
<td>Measure R</td>
<td>1,018,154.17</td>
<td>398,762.76</td>
<td>57,396.94</td>
<td>1,359,519.99</td>
<td>24,312.98</td>
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<tr>
<td>254</td>
<td>Measure M</td>
<td>279,319.71</td>
<td>330,578.02</td>
<td>-</td>
<td>80,897.73</td>
<td>27,766.56</td>
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<tr>
<td>255</td>
<td>TDA</td>
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<tr>
<td>257</td>
<td>AQMD</td>
<td>119,914.90</td>
<td>91,739.87</td>
<td>135,808.95</td>
<td>75,845.82</td>
<td>1,256.37</td>
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<td>Used Oil</td>
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<td>-</td>
<td>1.43</td>
<td>-</td>
<td>-</td>
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<tr>
<td>261</td>
<td>California Beverage Container</td>
<td>10,762.78</td>
<td>176.49</td>
<td>4,466.00</td>
<td>6,473.27</td>
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<tr>
<td>265</td>
<td>Recycling Grant</td>
<td>14,477.62</td>
<td>278.05</td>
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<td>14,755.67</td>
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<tr>
<td>270</td>
<td>C.O.P.S</td>
<td>79,905.16</td>
<td>150,854.17</td>
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<tr>
<td>275</td>
<td>CLEEPS</td>
<td>-</td>
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<tr>
<td>282</td>
<td>State Park Clara Grant Phase 3</td>
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<tr>
<td>280</td>
<td>County Park Bond</td>
<td>26,563.81</td>
<td>510.17</td>
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<td>27,073.98</td>
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<tr>
<td>300</td>
<td>CAL Home</td>
<td>98,007.61</td>
<td>1,869.59</td>
<td>20.00</td>
<td>99,857.20</td>
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<tr>
<td>350</td>
<td>Street Lighting Fund</td>
<td>(19,817.27)</td>
<td>126,208.28</td>
<td>144,463.02</td>
<td>(38,072.01)</td>
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<tr>
<td>390</td>
<td>Quimby Act Fund</td>
<td>63,752.24</td>
<td>1,224.40</td>
<td>-</td>
<td>64,976.64</td>
<td>-</td>
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<tr>
<td>510</td>
<td>CDBG</td>
<td>(47,658.90)</td>
<td>284,509.09</td>
<td>318,864.33</td>
<td>(82,014.14)</td>
<td>75,505.93</td>
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<td>520</td>
<td>JAG 09/ARRA JAG</td>
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<td>540</td>
<td>FEMA</td>
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<td>515</td>
<td>Federal STPL</td>
<td>788,806.92</td>
<td>15,149.58</td>
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<td>803,956.50</td>
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<td>610</td>
<td>Successor Agencies</td>
<td>4,512,346.11</td>
<td>4,076,297.52</td>
<td>3,004,162.81</td>
<td>5,584,480.82</td>
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<td>710</td>
<td>Youth Foundation</td>
<td>15,331.26</td>
<td>576.19</td>
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<td>12,813.18</td>
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<td>720</td>
<td>Senior's Account</td>
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<td>730</td>
<td>Refuse Assessment</td>
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<td>463,899.42</td>
<td>463,899.42</td>
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<td>59,967.20</td>
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<tr>
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<td>Total</td>
<td>10,793,804.21</td>
<td>17,985,607.61</td>
<td>15,564,707.63</td>
<td>13,214,704.13</td>
<td>1,449,091.95</td>
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<td>LAIF - CITY</td>
<td>5,329,851.17</td>
<td>2,104,255.86</td>
<td>1,450,000.00</td>
<td>5,984,107.03</td>
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<tr>
<td></td>
<td>Wells Fargo</td>
<td>5,463,953.04</td>
<td>14,070,835.35</td>
<td>12,304,191.29</td>
<td>7,230,597.10</td>
<td>991,393.24</td>
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<tr>
<td></td>
<td>TOTAL</td>
<td>10,793,804.21</td>
<td>16,175,091.21</td>
<td>13,754,191.29</td>
<td>13,214,704.13</td>
<td>1,449,091.95</td>
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Total cash disbursements per June and Payroll Reports

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>AP disbursements</td>
<td>816,271.03</td>
</tr>
<tr>
<td>Payroll - June 6, 2019</td>
<td>107,539.28</td>
</tr>
<tr>
<td>Payroll - June 20, 2019</td>
<td>64,883.42</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td><strong>988,693.73</strong></td>
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Add: Total Bank charges in June 2019

<table>
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<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Add: Total Bank charges in June 2019</td>
<td>681.16</td>
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Add: Credit card charge - food distributions and training

<table>
<thead>
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<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Add: Credit card charge - food distributions and training</td>
<td>2,018.35</td>
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</table>

Total Cash Disbursements per June Cash & Investment Report

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Cash Disbursements per June Cash &amp; Investment Report</strong></td>
<td><strong>991,393.24</strong></td>
</tr>
</tbody>
</table>
### Summary of Cash Receipt/Disbursement by Month - FY 2018-19

<table>
<thead>
<tr>
<th>Date</th>
<th>All Funds</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cash Receipts</td>
<td>Disbursement</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 2018</td>
<td>691,772.52</td>
<td>923,546.53</td>
</tr>
<tr>
<td>August 2018</td>
<td>600,224.95</td>
<td>1,355,964.47 (a)</td>
</tr>
<tr>
<td>September 2018</td>
<td>671,668.80</td>
<td>3,057,462.54 (b)</td>
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<tr>
<td>October 2018</td>
<td>810,382.01</td>
<td>645,124.72</td>
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<tr>
<td>November 2018</td>
<td>522,560.70</td>
<td>1,549,730.19 (c)</td>
</tr>
<tr>
<td>December 2018</td>
<td>1,121,529.12</td>
<td>424,080.59</td>
</tr>
<tr>
<td>January 2019</td>
<td>3,785,470.66 (e)</td>
<td>1,208,844.24 (f)</td>
</tr>
<tr>
<td>February 2019</td>
<td>674,683.44</td>
<td>724,770.19</td>
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<tr>
<td>March 2019</td>
<td>687,121.16</td>
<td>1,074,540.91 (g)</td>
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<tr>
<td>April 2019</td>
<td>1,256,634.02 (h)</td>
<td>902,870.53</td>
</tr>
<tr>
<td>May 2019</td>
<td>3,908,451.88 (i)</td>
<td>895,863.14</td>
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<tr>
<td>June 2019</td>
<td>1,449,768.63</td>
<td>991,353.76 (j)</td>
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<tr>
<td>Total:</td>
<td>16,180,267.89</td>
<td>13,754,151.81</td>
</tr>
</tbody>
</table>

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

### General Fund

<table>
<thead>
<tr>
<th>Date</th>
<th>Cash Receipts</th>
<th>Disbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 2018</td>
<td>458,761.50</td>
<td>736,296.50</td>
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<tr>
<td>August 2018</td>
<td>303,501.54</td>
<td>1,186,595.26 (1)</td>
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<tr>
<td>September 2018</td>
<td>336,600.23</td>
<td>954,388.46 (2)</td>
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<tr>
<td>October 2018</td>
<td>403,268.29</td>
<td>480,417.07</td>
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<td>November 2018</td>
<td>274,143.29</td>
<td>871,293.61 (3)</td>
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<td>December 2018</td>
<td>686,428.02</td>
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<td>January 2019</td>
<td>1,894,263.76 (4)</td>
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<td>389,638.14</td>
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<td>March 2019</td>
<td>414,938.14</td>
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<tr>
<td>April 2019</td>
<td>790,947.57 (6)</td>
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<td>May 2019</td>
<td>1,718,423.49 (7)</td>
<td>530,576.27</td>
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<tr>
<td>June 2019</td>
<td>430,702.05</td>
<td>747,904.92 (8)</td>
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<tr>
<td>Total:</td>
<td>8,101,616.47</td>
<td>8,370,873.23</td>
</tr>
</tbody>
</table>

### Average Per Month:

|                  | 736,510.59 | 760,988.48 |

Note (1) - City liab. & workers comp insurance, PERS unfunded pension liab., and general plan update
Note (2) - 2 sheriff payments
Note (3) - 2 sheriff payments
Note (4) - Bi-annual motor-vehicle-in-lieu
Note (5) - 2 sheriff payments and Maywood police dept furniture
Note (6) - Cannabis and annual franchise fees
Note (7) - Bi-annual-motor-vehicle-in-lieu
Note (8) - Payments to PARS Trust Fund (OPEB & Retirement)
<table>
<thead>
<tr>
<th>Date</th>
<th>Cash Receipts</th>
<th>Disbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>664,275.76</td>
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<td>August 2017</td>
<td>624,837.77</td>
<td>1,538,305.18</td>
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<td>September 2017</td>
<td>860,255.50</td>
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<tr>
<td>October 2017</td>
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<tr>
<td>November 2017</td>
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<td>December 2017</td>
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<td>January 2018</td>
<td>562,844.97</td>
<td>771,715.89</td>
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<tr>
<td>February 2018</td>
<td>1,338,538.29</td>
<td>1,793,063.58</td>
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<td>March 2018</td>
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<td>955,616.06</td>
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<tr>
<td>April 2018</td>
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<td>May 2018</td>
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<tr>
<td>June 2018</td>
<td>1,674,026.02</td>
<td>15,517,181.16</td>
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</tbody>
</table>

Total: 16,674,026.02  15,517,181.16

Note (a) - City liab. and workers comp insurance, citywide street improvement project, and PERS unfunded pension liab.
Note (b) - Prop A exchange, 2 legal fees, and 2 fixed route payments
Note (c) - Debt service payment
Note (d) - 2 sheriff payments and street project payments
Note (e) - ATP grant reimbursement
Note (f) - Street project and general plan payments
Note (g) - Cannabis application fees
Note (h) - ROPS distribution from County and bi-annual motor-vehicle-in-lieu
Note (i) - Street project and refuse payments
Note (j) - EDC transfer
Note (k) - Debt service payment and 2 sheriff payments
Note (l) - Bi-annual motor-vehicle-in-lieu and street project reimbursement
Note (m) - 2 sheriff payments, LAUSD settlement, refuse collection, and development review costs
Note (n) - ROPS distribution from County
Note (o) - Street project, development review costs, and refuse payments

<table>
<thead>
<tr>
<th>Date</th>
<th>Cash Receipts</th>
<th>Disbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>551,995.69</td>
<td>1,042,977.18</td>
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<td>338,416.23</td>
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<td>November 2017</td>
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<td>December 2017</td>
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<td>January 2018</td>
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<td>February 2018</td>
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<td>March 2018</td>
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<td>April 2018</td>
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<td>475,642.07</td>
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<tr>
<td>May 2018</td>
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<td>1,023,109.66</td>
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<td>June 2018</td>
<td>639,717.19</td>
<td>437,833.39</td>
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<tr>
<td>Total:</td>
<td>8,641,544.56</td>
<td>7,753,920.46</td>
</tr>
</tbody>
</table>

Average Per Month: 720,128.71  646,160.04

Note (1) - City liab. & workers comp insurance and PERS unfunded pension liab.
Note (2) - 2 sheriff payments
Note (3) - Cannabis application fees
Note (4) - Bi-annual motor-vehicle-in-lieu
Note (5) - 2 sheriff payments
Note (6) - Bi-annual motor-vehicle-in-lieu
Note (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 REGUAR MEETING and
CITY OF CUADAY AS SUCCESSOR AGENCY and
HOUSING SUCCESSOR AGENCY TO THE CUADAY
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 Munquía, 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
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.
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.
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

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 <ecantar@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  
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"
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 OFCUDAHY (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 __________________________
D. Parwell, Corporate Secretary

Date ______ April 15, 2019
2019
PROFESSIONAL SERVICES AGREEMENT
(Engagement: School Pedestrian Crossing Guard Services)
(Parties: All City Management Services and City of Cudahy)

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 HEREFIN 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 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 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.

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**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.

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 SUCCESSORS 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

APPROVED AS TO FORM:

______________________________
City Attorney

CONSULTANT:
All City Management Services, LLC

By: __________________________
    Name: ______________________
    Title: ________________________
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 Neiu, Interim Chief of Police
             Karin Schneider, 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

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

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376
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.
City of Tracy — Professional Services Agreement with All City Management Services, Inc.

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.

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, 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**  
  *Not to Exceed: $335,632*
- Bill Rate Year 2021-22: **$24.89**  
  *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.
Northern California References

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

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

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

City of Cupertino, CA
10555 Mary Avenue
Cupertino, CA 95014
408 777 5350
Roger S. Lee, Assistant Director Public Works

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

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

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

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

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

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

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

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

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

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

Deirdre Rockefeller-Ramsey  
Business Manager  
Police Department  
510-790-6991  
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, more 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 of 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.
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>
</tr>
</thead>
<tbody>
<tr>
<td>American Guard Services</td>
<td>$16.39</td>
<td>$168,161</td>
<td>$194,713 (projected)</td>
</tr>
<tr>
<td>All City Management Services</td>
<td>$20.85/$20.73</td>
<td>$219,238</td>
<td>$246,273</td>
</tr>
<tr>
<td>BRM Investments</td>
<td>$30.20</td>
<td>$332,200</td>
<td>$384,653 (projected)</td>
</tr>
</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 thereto. Failure to certify the above information shall result in the bid being considered by the city without any adjustment for a local vendor as described in subsection B3 of this section.

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

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

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

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

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

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

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

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

Cristian Markovich
Mayor

ATTEST:

Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM

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 ) SS:
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.
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: ________________________________
   [insert name]
   [insert title]

By: ________________________________
   Name: ____________________________
   Title: ____________________________

APPROVED AS TO FORM

By: ________________________________

Name: ______________________________

Title: ______________________________
EXHIBIT “A”
[Master Agreement, First Amendment, Second Amendment, and Third Amendment]
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.

RECATALS

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

1
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:  
Joaquin Vazquez

Name:  Joaquin Vazquez

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 24th 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: [Signature]
Baru Sanchez
Mayor

Date: _______________________

By: [Signature]
Jose Pulido
Employee/ City Manager

Date: _______________________

APPROVED AS TO FORM:

By: [Signature]
Rick Olivarez, City Attorney

ATTEST:

By: [Signature]
City Clerk
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:

RECIDALS

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 E. Pulido, City Manager

**APPROVED AS TO FORM:**

By: [Signature]

Isabel Birrueta, Assistant City Attorney

**ATTEST:**

By: [Signature]

Donna Schwartz, Interim City Clerk