

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



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

REMOTE TELECONFERENCE
LOCATION:
Bedwell Hall
5240 Santa Ana Street
Cudahy, CA 90201

AGENDA

A REGULAR MEETING
OF THE CUDAHY CITY COUNCIL
And JOINT MEETING Of The
CITY OF CUDAHY AS SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
Monday, December 14, 2015 – 6:30 P.M.

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

- A. Presentation by Cal Poly Pomona Students regarding a Proposed Project Establishing and Creating Community Involvement and Vision
- B. Assembly Bill 2 (Alejo) Community Revitalization Authority Update

5. PUBLIC COMMENTS

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

6. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS

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

7. CITY MANAGER REPORT (information only)

8. REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS

- A. **TECHNOLOGY AD HOC COMMITTEE**
(Vice Mayor Hernandez and Council Member Garcia) – Formed November 23, 2015
- B. **NATIONWIDE AD HOC COMMITTEE**
(Council Members Garcia and Sanchez) – Formed October 12, 2015

C. AD HOC COMMITTEE TO RECOMMEND APPOINTMENTS TO VARIOUS CITY COMMISSIONS

(Vice Mayor Hernandez and Council Member Sanchez) – Formed August 24, 2015

D. AD HOC BOOK FAIR COMMITTEE

(Mayor Markovich and Council Member Garcia)

E. CUDAHY YOUTH LEADERSHIP AD HOC COMMITTEE

(Mayor Markovich and Council Member Garcia)

F. AD HOC BEAUTIFICATION COMMITTEE

(Mayor Markovich and Council Member Sanchez)

G. SUCCESSOR AGENCY COMMITTEE

(Mayor Markovich and Vice Mayor Hernandez)

H. CASINO AND GAMING COMMITTEE

(Vice Mayor Hernandez and Council Member Sanchez)

I. AD HOC CLARA PARK EXPANSION COMMITTEE

(Council Member Garcia and Mayor Markovich)

J. FARMERS MARKET/SWAPMEET COMMITTEE

(Council Member Garcia and Council Member Sanchez)

K. CONTRACTS COMMITTEE

(Council Member Garcia)

L. PENSION REFORM COMMITTEE

(Mayor Markovich)

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 10A through 10K)

(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.)

SUCCESSOR AGENCY

- A. Consideration of Successor Agency to Adopt a Proposed Resolution Approving a Second Amendment to Professional Services Agreement with Urban Futures, Inc., and Adopt a Proposed Resolution Approving an Emergency Loan Agreement for Recognized Obligation Payment Schedule 16-17:8 for Urban Futures, Inc. *(page 11)*

Presented by Finance Director

- Recommendation:**
- 1) Adopt a proposed resolution approving the Second Amendment to the Professional Services Agreement (PSA) with Urban Futures, Inc. for the preparation of a Long-Range Property Management Plan;
 - 2) Authorize the Executive Director to execute the Second Amendment to the PSA between the Successor Agency and Urban Futures;
 - 3) Adopt a proposed resolution approving Successor Agency Loan Agreement No. 16-17:8; and
 - 4) Authorize the Executive Director to execute Successor Agency Loan Agreement No. 16-17:8 in the amount of \$10,000 and any documents, as necessary, in order to implement the proposed resolution on behalf of the Successor Agency.

CITY COUNCIL

- B. Consideration to Approve a Second Amendment to the Professional Services Agreement with Vasquez & Company, LLP for Audit Services *(page 63)*

Presented by Finance Director

- Recommendation:** The City Council is requested to approve a Second Amendment to the Professional Services Agreement with Vasquez & Company, LLP for audit and other services for a two year term to audit Fiscal Years 2014-15 and 2015-16 with an option for two one-year extensions.

- C. Consideration to Adopt a Proposed Resolution Approving a Loan Agreement Between the City and the Successor Agency *(page 93)*

Presented by Finance Director

- Recommendation:** The City Council is requested to:
- 1) Adopt a proposed resolution approving a loan agreement between the City and the Successor Agency; and

- 2) Authorize the City Manager to sign Successor Agency Loan Agreement No. 16-17:8 in the amount of \$10,000 and any documents, as necessary, in order to implement the proposed resolution on behalf of the City.

D. Consideration to Approve the City Demands and Payroll including the Cash and Investment Report for the month of October 2015 *(page 105)*

Presented by Finance Director

Recommendation: The City Council is requested to approve the Demands and Payroll in the amount of \$1,186,494.84 including the Cash and Investment Report by Fund for the month of October 2015.

E. Consideration to Approve the Local Agency Investment Fund (LAIF) Report for the month of October 2015 *(page 127)*

Presented by Finance Director

Recommendation: The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of October 2015 in the amount of \$5,280,472.95.

F. Consideration to Review and Approve the Draft Minutes of June 8, 2015, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency to the Cudahy Development Commission (Agency) *(page 131)*

Presented by Interim City Clerk

Recommendation: The City Council is requested to review and approve the City Council / Agency draft minutes for June 8, 2015.

G. Consideration to Receive and File Aging and Senior Citizen Commission Minutes; Public Safety Commission Minutes; Planning Commission Minutes; and Parks and Recreation Commission Minutes *(page 141)*

Presented by Acting Community Development Director

Recommendation: The City Council is requested to receive and file the minutes for the:

- 1) Aging and Senior Citizen Commission meeting of October 12, 2015;
- 2) Public Safety Commission meeting of October 13, 2015
- 3) Planning Commission meeting of October 19, 2015; and
- 4) Parks and Recreation Commission meeting of October 23, 2015.

- H. Consideration to Adopt a Proposed Resolution Supporting and Advocating for the Earned Income Tax Credit (EITC) and Volunteer Income Tax Assistance (VITA) Program *(page 163)*

Presented by City Manager

Recommendation: The City Council is requested to adopt a proposed resolution supporting and advocating for the Federal and State Earned Income Tax Credit (EITC) and Volunteer Income Tax Assistance (VITA) programs.

- I. Consideration to Approve a Professional Services Agreement with Joe A. Gonsalves & Son for Advocacy Services *(page 173)*

Presented by Finance Director

Recommendation: The City Council / Successor Agency is requested to approve a Professional Services Agreement with Joe A. Gonsalves & Son for a six month term for advocacy services for items that need to be approved by the California Department of Finance pursuant to disillusion law.

- J. Consideration to Adopt a Proposed Resolution Affirming the City's Commitment to Gender Pay Equality *(page 183)*

Presented by Acting Human Resources Specialist

Recommendation: The City Council is requested to adopt a proposed resolution affirming the City's commitment to gender pay equality.

- K. Consideration to Approve a First Amendment to the Legal Services Agreement with Liebert Cassidy Whitmore for Employment Matters and Labor Negotiations *(page 187)*

Presented by City Manager

Recommendation: The City Council is requested to approve the first amendment to the Legal Services Agreement with Liebert Cassidy Whitmore for employment related matters and labor negotiations.

11. PUBLIC HEARING

- A. Consideration to Adopt a Proposed Resolution Approving Projects/Programs for Community Development Block Grant (CDBG) Funding During the Fiscal Year 2016-17 *(page 203)*

Presented by Acting Community Development Director

Recommendation: The City Council is requested to:

- 1) Conduct a public hearing;
- 2) Consider all public testimony; and

- 3) Adopt a proposed resolution approving Projects/Programs for Community Development Block Grant Funding during Fiscal Year 2016-17.

12. BUSINESS SESSION - None

13. COUNCIL DISCUSSION

- A. Council Member Garcia
 - i. Renters Rights

14. ORAL COMMUNICATIONS (Closed Session)

(Mayor: Speakers that submitted comment cards within the first 20 minutes of the meeting will be permitted to speak. Each person will be allowed to speak only once on closed session items and will be limited to three (3) minutes. When addressing the Council please speak into the microphone and voluntarily state your name and address.)

RECESS TO CLOSED SESSION

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 because Councilman Guerrero will be participating from Bedwell Hall via teleconference, he will be patched into the closed session chambers from Bedwell Hall via telephone device. 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.

15. CLOSED SESSION

- A. Pursuant to Government Code Section 54956.9(d) (2) and 54956.9(e) (1) – Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [Two (2) Matters]

This Matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency.

- B. Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator
Location of Property: 4819 Patata, 8420 S. Atlantic Ave. (APN 622-034-014, 032, 040-41), Cudahy, CA 90201

City's Negotiator: City Manager Jose E. Pulido

Party Negotiating With: Cudahy LF, LLC

Under Discussion: Discussion of both price and terms of payment as related to purchase of subject property

- C. Pursuant to Government Code Section 54957.6(a) – Conference with Labor Negotiator Regarding Unrepresented Employee

Title of Position Subject to Negotiation: City Manager

Designated Representative: City Attorney

- D. Pursuant to Government Code Sections 54956.9(d)(2), 54956.9(d)(4) and 54956.9e(5) – Conference with Legal Counsel to Discuss Matter Involving Anticipated Litigation/Significant Exposures to Litigation – [Two (2) potential cases]

- E. 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

16. CLOSED SESSION ANNOUNCEMENT

17. PUBLIC COMMENT

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

18. ADJOURNMENT

Cudahy City Council / Agency will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Monday, September 28, 2015 at 6:30 p.m.

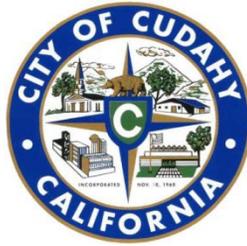
I Laura Valdivia, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at Cudahy City Hall, Bedwell Hall, Clara Park, Lugo Park, and the City's Website not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the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

Dated this 9th day of December 2015



Laura Valdivia
Interim City Clerk

Blank Page



Item Number 10A

STAFF REPORT

Date: December 14, 2015

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

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

Subject: **Consideration of Successor Agency to Adopt a Proposed Resolution Approving a Second Amendment to Professional Services Agreement (PSA) with Urban Futures Inc. and Adopt a Proposed Resolution Approving an Emergency Loan Agreement for Recognized Obligation Payment Schedule 16-17 for Urban Futures, Inc.**

RECOMMENDATION

The Successor Agency is requested to:

1. Adopt a proposed resolution approving the Second Amendment to the Professional Services Agreement (PSA) (Attachment A) with Urban Futures, Inc. (Urban Futures) for the preparation of a Long-Range Property Management Plan (LRPMP);
2. Authorize the Executive Director to execute the Second Amendment to the PSA (Attachment B) between the Successor Agency and Urban Futures;
3. Adopt a proposed resolution approving Successor Agency Loan Agreement No. 16-17:8 (Attachment E); and
4. Authorize the Executive Director to execute Successor Agency Loan Agreement No. 16-17:8 in the amount of \$10,000 (Attachment F) and any documents, as necessary, in order to implement the proposed resolution on behalf of the Successor Agency.

BACKGROUND

1. On February 1, 2012, the Successor Agency to the Community Development Commission

of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the “Dissolution Law”), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency’s affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.

2. On August 19, 2014, the Successor Agency signed a Professional Services Agreement (PSA) with Urban Futures, Inc. for the preparation of a LRPMP.
3. On February 17, 2015, the Successor Agency amended a PSA with Urban Futures increasing the maximum amount to \$45,000 for the preparation of a LRPMP.
4. On November 12, 2015, the Successor Agency submitted a LRPMP to the DOF for review and approval prior to January 1, 2016.

ANALYSIS

The Dissolution Law requires Successor Agencies to submit a LRPMP of their real property interests for approval by the Oversight Board and DOF no later than December 31, 2015. The LRPMP must include specified information and proposal for the use or disposition of each property. The LRPMP was approved by the Oversight Board and was submitted to DOF for review and approval.

The requested amount covers forecasted fees in response to questions that may be raised or were raised by DOF, Oversight Board, and Successor Agency members concerning the LRPMP prior to DOF’s approval of the LRPMP. Finally, the \$10,000 requested amount includes forecasted fees to provide guidance concerning the implementation and administration of the DOF approved LRPMP.

The Successor Agency estimates that funds to be remitted to the Successor Agency from the Redevelopment Property Tax Trust Fund for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2016 and June 30, 2017 under ROPS 16–17, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2016, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to Urban Futures,

which shall become due and payable during the period of time covered by ROPS 15–16B, unless this emergency loan is approved.

CONCLUSION

Once this loan is approved by the City Council, the Successor Agency and the Oversight Board, and listed on ROPS 16–17, the loan then becomes a new enforceable obligation of the Successor Agency and subject to separate approval by the California Department of Finance.

This loan must be listed on the final form of ROPS 15–16B in order to be reimbursed by the City. If this loan is not fully approved and formalized, the City is exposed to a risk that the monies described in the accompanying loan documents may not be repaid to the City.

FINANCIAL IMPACT

Funds shall be made available to the Successor Agency from the City's General Fund in the amount of \$10,000.

ATTACHMENTS

- A. Proposed Resolution, Approving a Second Amendment to the Professional Services Agreement with Urban Futures, Inc.
- B. Proposed Second Amendment to Professional Services Agreement with Urban Futures, Inc.
- C. First Amendment to Professional Services Agreement with Urban Futures, Inc.
- D. Professional Services Agreement with Urban Futures, Inc.
- E. Proposed Resolution, Approving Successor Agency Loan Agreement No. 16-17:8
- F. Successor Agency Loan Agreement No. 16-17:8

RESOLUTION NO. SA _____

RESOLUTION OF THE SUCCESSOR AGENCY FOR THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES, INC. IN CONNECTION WITH THE DEPARTMENT OF FINANCE REVIEW OF A LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5(B)

WHEREAS, the City of Cudahy (the “City”) authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law (“State law”); and

WHEREAS, the former Cudahy Community Development Commission/Redevelopment Agency undertook the redevelopment of certain areas of the City in reliance upon the provisions of State law; and

WHEREAS, the State of California (the “State”) has ordered the former Cudahy Community Development Commission/Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the “State Redevelopment Dissolution Law”; and

WHEREAS, the City as Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency (“Successor Agency”) has initiated the implementation of the State Redevelopment Dissolution Law; and

WHEREAS, Health and Safety Code section 34191.5(b) requires the Successor Agency to prepare a long-range property management plan that addresses the disposition and use of the real properties of the former Cudahy Community Development Commission/Redevelopment Agency; and

WHEREAS, on or about August 19, 2014, the Parties executed that certain agreement entitled “2014 Professional Services Agreement” for the performance of professional management services by Urban Futures, Inc. (“Urban Futures”), regarding its preparation of a Long-Range Property Management Plan; and

WHEREAS, the Parties subsequently amended the 2014 Professional Services Agreement by way of a First Amendment dated February 17, 2015 (the 2014 Professional Services Agreement and said First Amendment are collectively the “Amended Master Agreement”); and

WHEREAS, the Successor Agency and Urban Futures wish to modify and amend the terms of the Amended Master Agreement, as permitted under section 6.5 of the Amended Master Agreement to increase the Contract Price to _____ as set forth in the Second Amendment to Professional Services Agreement, attached hereto as **Exhibit “A”** (the “Second Amendment”); and

WHEREAS, Urban Futures, Inc. represents that it is fully qualified to perform such professional services as set forth in the Second Amendment, by virtue of its experience and the training, education and expertise of its principals, employees, and subcontractors; and

WHEREAS, Urban Futures requires additional funds to provide the Successor Agency professional guidance for responding to questions that the Department of Finance and/or other interested parties have raised and/or may raise concerning the proposed Long Range Asset Management Plan that the Successor Agency submitted to Department of Finance on or about November 12, 2015 for the Department’s review and approval and also to provide the Successor Agency guidance concerning the implementation and administration of the Department of Finance approved Long Range Property Management Plan.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY DOES RESOLVE AS FOLLOWS:

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

SECTION 2. **Approval of Professional Services Agreement**. The Successor Agency approves the Second Amendment to Professional Services Agreement with Urban Futures regarding its preparation of a Long-Range Property Management Plan, in accordance with Health and Safety Code section 34191.5(b).

SECTION 3. **Execution of Loan Agreement**. The Executive Director is authorized and directed to take such other and further action consistent with this Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the Successor Agency.

SECTION 4. **Direction to Successor Agency Staff**. Successor Agency staff is directed to cause the Agreement to be enrolled as a Successor Agency obligation on the next Recognized Obligations Payment Schedule (“ROPS”).

SECTION 5. This Resolution shall take effect upon adoption. The secretary to the Successor Agency shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency at its meeting on this 14th day of December, 2015.

Cristian Markovich
Chair

ATTEST:

Laura Valdivia
Secretary

CERTIFICATION

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

I, Laura Valdivia, do hereby certify that the above and foregoing Resolution No. SA 15-03 was passed, approved, and adopted by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency of the City of Cudahy, signed by the Chair and attested by the Chair at a meeting of said Successor held on this _____ day of December, 2015, and that said Resolution was adopted by the following votes to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Laura Valdivia
Secretary to the Successor Agency

EXHIBIT A:
**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
URBAN FUTURES, INC.**



2015
SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
(Parties: Urban Futures, Inc. and Successor Agency)

THIS SECOND AMENDMENT (“Second Amendment”) to that certain agreement entitled “2014 Professional Services Agreement” described herein below, is hereby made and entered into this _____ day of December 2015 (the “Effective Date”) by and between the City of Cudahy as Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency (the “Successor Agency”) and Urban Futures, Inc. (hereinafter “Consultant”). For purposes of this Second Amendment, the capitalized term “Parties” shall be a collective reference to the Successor Agency and Consultant and the capitalized term “Party” shall refer to the Successor Agency or Consultant, as appropriate.

RECITALS

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

WHEREAS, the City of Cudahy (the “City”) authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law (“State law”); and

WHEREAS, the former Cudahy Community Development Commission/Redevelopment Agency undertook the redevelopment of certain areas of the City in reliance upon the provisions of State law; and

WHEREAS, the State of California (the “State”) has ordered the former Cudahy Community Development Commission/Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the “State Redevelopment Dissolution Law”; and

WHEREAS, the City Council has elected to serve as Successor Agency; and

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

WHEREAS, the Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law; and

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

WHEREAS, on or about August 19, 2014, the Parties executed that certain agreement entitled "2014 Professional Services Agreement" for the performance of professional management services by Consultant, regarding Phase II, the preparation of a Long-Range Property Management Plan; and

WHEREAS, the Parties subsequently amended the 2014 Professional Services Agreement by way of a First Amendment dated February 17, 2015. The 2014 Professional Services Agreement as amended by said First Amendment is attached hereto and incorporated herein as Attachment "1," and shall hereinafter be collectively referred to as the "Amended Master Agreement."

WHEREAS, the Parties wish to modify and amend the terms of the Amended Master Agreement, as permitted under section 6.15 of the Amended Master Agreement; 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 Second Amendment.

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:

1. Section 1.3 (Compensation) of the Amended Master Agreement is hereby amended by increasing the amount of the Contract Price of \$45,000 by the sum of _____ for a new total Contract Price sum of _____.

2. Pursuant to Section 1.5 (Extra Work) of the Amended Master Agreement, Consultant agrees to perform the Extra Work described in Attachment "2," attached hereto and incorporated herein.

3. Except as otherwise set forth in this Second Amendment, the Amended Master Agreement shall remain binding, controlling and in full force and effect. Section 6.18 of the

Amended Master Agreement notwithstanding, this Second Amendment together with the Amended Master Agreement shall constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed.

4. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Amended Master Agreement, the provisions of this Second Amendment shall control, but only in so far as such provisions conflict with the Amended Master Agreement and no further.

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

SUCCESSOR AGENCY:

City of Cudahy as Successor Agency to the former Cudahy Community Development Commission

By: _____
Jose E. Pulido, Executive Director

CONSULTANT

Urban Futures, Inc.:

By: _____
Michael P. Busch

Title: _____

APPROVED AS TO FORM

By: _____
Isabel Birrueta
Successor Agency Counsel

**ATTACHMENT “1”
AMENDED MASTER AGREEMENT**

**ATTACHMENT “2”
EXTRA WORK**

The Extra Work involves work performed and/or guidance to the Successor Agency and its staff to respond to questions that have been and/or may be raised by Department of Finance, Oversight Board, and/or Successor Agency members and/or other interested parties concerning and/or in connection with the Long Range Asset Management Plan (“LRPMP”) that the Successor Agency submitted to Department of Finance on or about November 12, 2015 for the Department’s review and approval. The Extra Work may also include guidance and/or work performed concerning the implementation and administration of the Department of Finance approved LRPMP.



2015
FIRST AMENDMENT
TO AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT
(Parties: Urban Futures, Inc. and City of Cudahy)

THIS FIRST AMENDMENT (“First Amendment”) to that certain agreement entitled “2014 Professional Services Agreement” dated as of August 19, 2014, is hereby made and entered into this 17th day of February 2015 (the “Effective Date”) by and between the City of Cudahy as Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency (the “Successor Agency”) and Urban Futures, Inc. (hereinafter “Consultant”). For purposes of this First Amendment, the capitalized term “Parties” shall be a collective reference to the Successor Agency and Consultant and the capitalized term “Party” shall refer to the Successor Agency or Consultant interchangeably, as appropriate.

RECITALS

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

WHEREAS, the City of Cudahy (the “City”) authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law (“State law”); and

WHEREAS, the former Cudahy Community Development Commission/Redevelopment Agency undertook the redevelopment of certain areas of the City in reliance upon the provisions of State law; and

WHEREAS, the State of California (the “State”) has ordered the former Cudahy Community Development Commission/Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the “State Redevelopment Dissolution Law”; and

WHEREAS, the City Council has elected to serve as Successor Agency; and

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

WHEREAS, the Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law; and

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

WHEREAS, on or about August 19, 2014, the Parties executed that certain agreement entitled "2014 Professional Services Agreement" for the performance of professional management services by Consultant, regarding the preparation of a Long-Range Property Management Plan; and

WHEREAS, the Parties wish to modify and amend the terms of the Master Agreement, as permitted under section 6.5 of the Master Agreement, in order to increase the Contract Price to FORTY FIVE THOUSAND DOLLARS (\$45,000); 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 First Amendment.

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:

1. Section 1.3 (Compensation) of the Master Agreement is hereby amended by increasing the amount of the Contract Price of TWENTY FIVE THOUSAND DOLLARS (\$25,000) by the sum of TWENTY THOUSAND DOLLARS (\$20,000) to a new total Contract Price sum of FORTY FIVE THOUSAND DOLLARS (\$45,000).

2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. Section 6.18 of the Master Agreement notwithstanding, this First Amendment together with the Master Agreement shall constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in both documents.

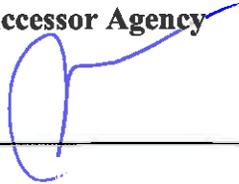
3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

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

CITY:

City of Cudahy as Successor Agency

By: _____
Jose Pulido
City Manager



CONTRACTOR

Urban Futures, Inc.:

By: _____
Michael P. Busch

Title: _____

APPROVED AS TO FORM

By: _____
Isabel Birrueta
Successor Agency Counsel



EXHIBIT "A"
MASTER AGREEMENT



2014

PROFESSIONAL SERVICES AGREEMENT

(Engagement: Preparation of a Long Range Property Management Plan)
(Parties: Urban Futures, Inc. and City of Cudahy)

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

RECITALS

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

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

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

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

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

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

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

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

I.

PROJECT, SCOPE AND TERM OF SERVICES AND COMPENSATION

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

1.2 **PROSECUTION OF WORK:** The Parties agrees as follows:

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

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

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

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

1.4 PAYMENT OF COMPENSATION: City shall compensate Consultant on a monthly basis. At the end of each month during the term of this Agreement, Consultant shall submit to City a monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by Consultant and its various employees. The statement shall describe the specific tasks performed. Within fifteen (15) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

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

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

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

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

II.
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The City hereby designates the City Manager (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or his designee shall act on behalf of the City for all purposes under this Agreement. Consultant shall not accept directions or orders from any person other than the City Representative or their designee.
- 2.2 CONSULTANT'S REPRESENTATIVE: Consultant hereby designates Michael P. Busch, to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant's Representative shall constitute notice to Consultant.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and shall be available to City staff and the City Representatives at all reasonable times. All work prepared by Consultant shall be subject to inspection and approval by City Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Consultant represents, acknowledges and agrees to the following:
- A. Consultant shall perform all work skillfully, competently and to the highest standards applicable to the Consultant's profession;
 - B. Consultant shall perform all work in a manner reasonably satisfactory to the City;
 - C. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of Consultant's employees and agents (including but not limited to Consultant's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and

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

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

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

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:

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

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

- 2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Consultant and shall not be re-assigned to perform any of the work.
- 2.8 COMPLIANCE WITH LAWS: Consultant shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, the City of Cudahy and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.
- 2.9 SAFETY: Consultant shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.
- 2.10. NON-DISCRIMINATION: In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Consultant shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant shall have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing.

III.
INSURANCE

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

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

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

3.9 SUBCONTRACTORS INSURANCE COVERAGE: Consultant shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Consultant under this Article.

3.10 NO LIMITATION ON LIABILITY: Consultant's procurement of insurance shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's indemnification duties set forth under Article V of this Agreement.

IV.

INDEMNIFICATION

4.1 The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect the City as set forth herein.

4.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel mutually acceptable to both City and Consultant.

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

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

V. TERMINATION

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

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

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

CONSULTANT:

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

CITY:

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

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

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

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

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

- 6.6 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: City reserves the right to employ other consultants in connection with the various projects worked upon by Consultant.
- 6.7 PROHIBITED INTERESTS: Consultant warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.9 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.10 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.11 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.12 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.13 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

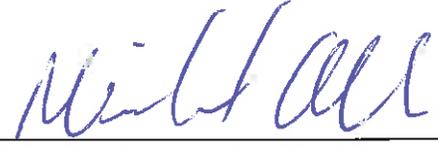
- 6.14 **SEVERABILITY**: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.15 **AMENDMENT; MODIFICATION**: No amendment, modification or supplement of this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

[Signatures on Next Page]

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

Executed at Cudahy, California.

CITY:
City of Cudahy, a municipal corporation

By: 
Michael Allen, Interim City Manager

APPROVED AS TO FORM:

By: 
~~Rick Olivarez~~, City Attorney
Isabel Birrueta

CONSULTANT:
Urban Futures, Inc.

By: _____
Michael P. Busch

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

Executed at Cudahy, California.

CITY:
City of Cudahy, a municipal corporation

By: 
Michael Allen, Interim City Manager

APPROVED AS TO FORM:

By: 
Riek Alvarez, City Attorney

Isabel
Barrueta

CONSULTANT:
Urban Futures, Inc.

By: 
Michael P. Busch

EXHIBIT "A"
[SCOPE OF WORK]

[SEE ATTACHED]

UFI URBAN FUTURES | Incorporated

July 14, 2014

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

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

Dear Mr. Allen:

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

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

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

Sincerely,
URBAN FUTURES, INC.



MICHAEL P. BUSCH
President & CEO

MPB:nmb

Enclosure

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

Background

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

Scope of Work

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

- A. The LRPMP shall include an inventory of all properties in the Community Redevelopment Property Trust Fund, which was established to serve as the repository of the former redevelopment agency's real properties. The inventory shall consist of all of the following information:
- The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.
 - The purpose for which the property was acquired.
 - Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.
 - An estimate of the current value of the parcel including, if available, any appraisal information.
 - An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.
 - The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.
 - A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.
 - A brief history of previous development proposals and activity, including the rental or lease of property.
- B. The LRPMP shall address the use or disposition of all of the properties in the Community Redevelopment Property Trust Fund. Permissible uses include the:
1. Retention of the property for governmental use pursuant to HSC § 34:181 (a);
 2. Retention of the property for future development;
 3. Sale of the property; or

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

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

- If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county.
 - If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in the immediately foregoing bullet item, the proceeds from the sale shall be distributed as property tax to the taxing entities.
 - Property shall not be transferred to a successor agency, city, county, or city and county, unless the LRPMP has been approved by the Oversight Board and the Department of Finance ("DOF").
- C. Provide any other related service required to prepare and/or process the LRPMP for approval, which will include, but not be limited to the preparation of Successor Agency and Oversight Board staff reports and resolutions, providing oral presentations to the Successor Agency, the Oversight Board and, as needed, the DOF, and participation in informal discussions and communications with the DOF with respect to the LRPMP. Further, UFI will make any revisions to the LRPMP resulting from the approval process.

Schedule of Performance

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

Professional Services Rates Schedule

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

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

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

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

KEY STAFF

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

MICHAEL P. BUSCH, President & CEO

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

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

STEVEN H. DUKETT, Managing Principal

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

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

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

KATHLEEN L. ROBLES, Senior Project Manager

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

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

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

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

RESOLUTION NO. SA _____

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE
FORMER CUDAHY COMMUNITY DEVELOPMENT
COMMISSION/CUDAHY REDEVELOPMENT AGENCY
APPROVING A LOAN AGREEMENT BETWEEN THE CITY
OF CUDAHY AND THE SUCCESSOR AGENCY TO THE
FORMER CUDAHY COMMUNITY DEVELOPMENT
COMMISSION/ CUDAHY REDEVELOPMENT AGENCY
(SUCCESSOR AGENCY LOAN AGREEMENT NO. 16-17:8.**

WHEREAS, the City of Cudahy (the “City”) authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law; and

WHEREAS, the former Cudahy Community Development Commission/Cudahy Redevelopment Agency (“RDA”) undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law; and

WHEREAS, the State of California (the “State”) has ordered the former Cudahy Community Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the “State Redevelopment Dissolution Law; and

WHEREAS, Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency (“Successor Agency”) has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of Urban Futures, Inc. (“Urban Futures”) to assist with the preparation of a Long-Range Property Management Plan for the Successor Agency, as memorialized in that agreement between the Successor Agency and Urban Futures dated August 19, 2014, and subsequently amended by way of a First Amendment dated February 17, 2015 (the 2014 agreement and 2015 amendment are collectively the “Amended Initial Agreement”); and

WHEREAS, Urban Futures requires additional funds to provide the Successor Agency professional guidance for responding to questions that the Department of Finance and/or other interested parties have raised and/or may raise concerning the proposed Long Range Asset Management Plan that the Successor Agency submitted to Department of Finance on or about November 12, 2015 for the Department’s review and approval and also to provide the Successor Agency guidance concerning the implementation and administration of the Department of Finance approved Long Range Property Management Plan;

WHEREAS, such funds are made available through the approval of the Loan Agreement No. 16-17:8 between the City of Cudahy and the Successor Agency, attached to this Resolution as **Exhibit “A,”** (the “Loan Agreement”) then a corresponding amendment to the Amended Initial Agreement shall be made; and

WHEREAS, the Successor Agency estimates that the amount of funds which are reasonably anticipated to be remitted to the Successor Agency from the Redevelopment Property Tax Trust Fund for the former Cudahy Community Development Commission/ Cudahy Redevelopment Agency, for the period of time between January 1, 2016 and June 30, 2016 under “Cudahy ROPS 15–16B, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after _____, 2016, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including Urban Futures, which shall become due and payable during the period of time covered by Cudahy ROPS 15–16B, unless the Loan Agreement is approved; and

WHEREAS, as used herein, the term “Cudahy ROPS 16-17” means and refers to the draft document entitled “Cudahy ROPS 16-17,” as shall be presented to the governing body of the Successor Agency and the City Council, at a joint public meeting of the Successor Agency and the City Council.

WHEREAS, the Loan Agreement shall be enrolled upon the final form of Cudahy ROPS 16-17 subject to such changes and edits as may be recommended by the staff of the Successor Agency, and approved by the Oversight Board for the former Cudahy Community Redevelopment Agency, as set forth under the State Redevelopment Dissolution Law; and

WHEREAS, Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency; and

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

NOW, THEREFORE, THE GOVERNING BOARD OF THE SUCCESSOR AGENCY FOR THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

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

SECTION 2. **Approval of Loan Agreement**. The Successor Agency hereby approves Loan Agreement No. 16-17:8 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency. The Executive Director is hereby authorized and directed to cause Loan Agreement No. 16-17:8 to be included on the recognized payment obligation schedule of the Successor Agency as shall be submitted to the State Department of Finance at the most feasible time after the adoption of this Resolution.

SECTION 3. **Execution of Loan Agreement**. The Executive Director is hereby authorized and directed to take such other and further action consistent with this Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the Successor Agency.

SECTION 4. This Resolution shall take effect upon adoption. The Secretary shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency at its meeting on this 14th day of December, 2015.

Cristian Markovich
Chair

ATTEST:

Laura Valdivia
Secretary

CERTIFICATION

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

I, Laura Valdivia, do hereby certify that the above and foregoing Resolution No. SA 15-03 was passed, approved, and adopted by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency of the City of Cudahy, signed by the Chair and attested by the Chair at a meeting of said Successor held on this 14th day of December, 2015, and that said Resolution was adopted by the following votes to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Laura Valdivia
Secretary

EXHIBIT A – LOAN AGREEMENT NO. 16-17:18

2015

CITY OF CUDAHY

-and-

CITY OF CUDAHY AS
SUCCESSOR AGENCY TO THE
FORMER CUDAHY COMMUNITY
DEVELOPMENT COMMISSION/
CUDAHY REDEVELOPMENT AGENCY

SUCCESSOR AGENCY LOAN AGREEMENT
No. 16-17:8

(NOT TO EXCEED: \$ _____)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. 16-17:8 (the "Loan Agreement") is dated as of _____, 2015 by and between the City of Cudahy, a municipal corporation (the "City") and the City of Cudahy, as successor agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic (the "Successor Agency") and is entered into in light of the following facts:

-RECITALS-

1. The City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law.
2. The former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law.
3. The State of California (the "State") has ordered the former Cudahy Community Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the "State Redevelopment Dissolution Law."
4. The Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of Urban Futures, Inc. ("Urban Futures") to assist with the preparation of a Long-Range Property Management Plan ("LRPMP") for the Successor Agency, as memorialized in that

agreement between the Successor Agency and Urban Futures dated August 19, 2014, and subsequently amended by way of a First Amendment dated February 17, 2015 (the 2014 agreement and 2015 amendment are collectively the "Amended Initial Agreement").

5. Urban Futures requires additional funds in connection the Department of Finance's review of the Long-Range Property Management Plan that the Successor Agency submitted to the Department of Finance for review and approval on or about November 12, 2015, and if such funds are made available through the approval of this Loan Agreement, a corresponding amendment to the Amended Initial Agreement shall be made.
6. The Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16B between January 1, 2016 and June 30, 2016, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including Urban Futures, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16B, unless this Loan is approved.
7. Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency.
8. The City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY AND SUCCESSOR AGENCY AGREE AS FOLLOWS:

SECTION 1. **Recitals.** The City and Successor Agency represent and warrant to each other that the information set forth in the preceding recital paragraphs is true and correct and is hereby incorporated into this Loan Agreement by reference as if fully set forth. The purpose of this Loan Agreement is to satisfy the provisions of Health and Safety Code Section 34173(h) and to evidence the enforceable obligation of the Successor Agency which arises in favor of the City, in order for the Successor Agency to comply with its obligations under the State Redevelopment Dissolution Law and other applicable State and federal law.

SECTION 2. **Loan.** The City hereby agrees to make available from the available funds of the City as a loan to the Successor Agency (herein, the Loan”) a sum not-to-exceed _____. Subject to the approval of this Loan Agreement by the Oversight Board, the City shall make the proceeds of the Loan available to the Successor Agency upon receipt of a written Loan Draw Request, executed by the Executive Director of the Successor Agency which references Section 3 and Section 4.

SECTION 3. **Use of the Loan.** The Successor Agency shall utilize the proceeds of the Loan as follows:

for work performed and/or guidance to the Successor Agency and its staff to respond to questions that have been and/or may be raised by Department of Finance, Oversight Board, and/or Successor Agency members and/or other interested parties concerning and/or in connection with the LRPMP that the Successor Agency submitted to Department of Finance on or about November 12, 2015 for the Department’s review and approval.

The Extra Work may also include guidance and/or work performed concerning the implementation and administration of the Department of Finance approved LRPMP. The total amount of for this Extra Work as provided in the Second Amendment to the Initial Agreement shall not exceed \$_____, subject to the approval and direction of the Oversight Board.

SECTION 4. **Source of Repayment of the Loan.** . The Loan shall be repaid by the Successor Agency from revenues available to the Successor Agency.

SECTION 5. **Placement of Loan Obligation on the Successor Agency’s ROPS 16-17 (July 2016– June 2017).** Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 16-17 as shall be considered by the Successor Agency. The amount of that listed obligation shall be the not-to-exceed Loan Amount as set forth in Section 2. This Loan Agreement shall be included on each successive recognized obligation payment schedule for the Successor Agency for the former Cudahy Community Redevelopment Agency, until the City is repaid the principal balance of the Loan Amount as actually drawn by the Successor Agency as evidenced by the written Loan Draw Requests as set forth in Section 2. The City Manager of the City shall establish a loan repayment ledger for the Loan and shall cause the outstanding unpaid principal balance of the Loan to the Successor Agency, as hereby approved, to be identified in the accounting records of the City, as a financial asset of the City which is payable to the City by the Successor Agency, in accordance with the terms set forth herein.

SECTION 6. **Term.** This Loan Agreement shall be in full force and effect from the date hereof until such time as the unpaid principal balance of the Loan has been repaid in full to the City.

SECTION 7. **Entire Agreement.** This Loan Agreement constitutes the entire agreement by and between the City and the Successor Agency with respect to the subject matter of this Loan Agreement, and may be amended only in writing.

SECTION 8. **Notice of Default and Remedies.** In the event of a default, the party who alleges a default shall give the other party thirty (30) days written notice of such default, with a copy of such notice of default to the Oversight Board and to the State Department of Finance. In the event that the party who is alleged to be in default does not promptly initiate a cure of the alleged default, and the applicable party hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Loan Agreement.

APPROVED AND EXECUTED by signature of the authorized representatives of the City and the Successor Agency as of December 14, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY:

City of Cudahy, a municipal corporation

ATTEST:

By: _____
Jose E. Pulido, City Manager

By: _____
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SUCCESSOR AGENCY:

City of Cudahy As Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic

ATTEST:

By: _____
Jose E. Pulido, Executive Director

By: _____
Interim Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

Blank Page



Item Number 10B

STAFF REPORT

Date: December 14, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Consideration to Approve a Second Amendment to the Professional Services Agreement (PSA) with Vasquez & Company, LLP for Audit Services**

RECOMMENDATION

The City Council is requested to approve a Second Amendment to the Professional Services Agreement (PSA) with Vasquez & Company, LLP (Vasquez) for audit and other services for a two year term to audit Fiscal Years (FYs) 2014-15 and 2015-16 with an option for two one-year extensions.

BACKGROUND

1. In October 2014 Vasquez was appointed by the Board of Directors of the Cudahy Economic Development Corporation (EDC) to perform the initial audit of the EDC through the period ending December 31, 2013. Summaries of those audited basic financial statements were to be included in the City's basic financial statements in accordance with the requirement of Government Accounting Standards Board (GASB) Statement Number 61.
2. On December 2, 2014, Vasquez & Company, LLP was appointed by the City Council to perform the annual audits of the City for the FYs 2013-14, 2014-15, and 2015-16.
3. On February 3, 2015, the Successor Agency adopted Resolution No. 15-01, approving an Asset Transfer Agreement between the EDC and the Successor Agency to effectuate the asset transfer ordered by the California State Controller's Office (SCO).

4. On February 5, 2015, the Board of Directors of the EDC adopted Resolution No. EDC-15-01, approving the Asset Transfer Agreement to transfer assets from the EDC and the Successor Agency to effectuate the asset transfer ordered by the SCO.
5. On May 19, 2015, the Successor Agency adopted Resolution No. 15-20, approving an amendment to an Asset Transfer Agreement between the EDC and the Successor Agency to effectuate the asset transfer.
6. On October 19, 2015, to comply with the SCO order, quitclaim deeds were recorded with the County of Los Angeles Registrar-Recorder/County Clerk transferring the affected real properties from the EDC to the Successor Agency.

ANALYSIS

The original proposal submitted by Vasquez for the audit of the City and approved by City Council on December 2, 2014, did not include pricing for an audit of the EDC Financial Statements for FYs 2014-15 and 2015-16. The EDC hired Vasquez to audit its financial statements through December 31, 2013. Accordingly, the period to be included in the City's financial statements for FY 2014-15 has not been contracted for audit.

The auditing of the EDC transactions for inclusion in the City's Financial Statement is considered a change in the scope of work. Vasquez has included pricing sheets in an engagement letter for an audit of the EDC for an eighteen month period ending June 30, 2015.

CONCLUSION

The audit of the EDC, will be conducted concurrently with the City's audit process that is scheduled to begin January 11, 2016. The final fieldwork for the audit will be concluded in February 2016 with a draft of the financial statements being presented to the City for review prior to February 28, 2016. It is anticipated that the report will be reviewed and finalized prior to the March 31, 2016 deadline. The proposal Vasquez submitted was for three fiscal years beginning with FY 2013-14 with two one-year options.

FINANCIAL IMPACT

The total cost for the change in scope of work relating to audit procedures applied to the financial position and activities of the EDC and subsequent FYs 2014-15 and 2015-16 would be \$19,300.

The funding for the additional cost of the annual audit for FY 2014-15 would be funded as follows:

City General Fund	\$ - 0 -
Successor Agency	\$12,300

ATTACHMENTS

Proposed Second Amendment to Professional Services Agreement



2015
SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: Audit of EDC Financial Statements for FY 2014-15)
(Parties: Vasquez & Company, LLP and City of Cudahy)

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment") to that certain document entitled "Professional Services Agreement" (the "Master Agreement") executed as of October 7, 2014, by and between the City of Cudahy, a municipal corporation (hereinafter, "City") and the Successor Agency, on the one hand, and Vasquez & Company, LLP (hereinafter, "Consultant"), on the other hand, is made and entered into this 14th day of December, 2015. For the purposes of this Agreement, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably.

RECITALS

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

WHEREAS, on or about October 7, 2014, the Parties executed and entered into the Master Agreement which is attached hereto as Exhibit "A" for professional services involving the submission of Financial Transaction Report to State Controller's Office ; and

WHEREAS, on or about December 16 2014, the Parties executed and entered into the First Amendment to the Master Agreement which is attached hereto as Exhibit "B" for additional professional services and tasks; and

WHEREAS, the City desires to enter into the Second Amendment to the Master Agreement for additional professional services and tasks; 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, 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:

1. Section 1.1 (Scope of Work) is amended in part to reflect the performance of additional services and tasks set forth in the revised scope of work. The aforementioned revised scope of work is attached and incorporated into this Amendment and the Master Agreement Exhibit "C" and shall be 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." Neither Consultant nor anyone acting on Consultant's behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the "Notice to Proceed").

2. Section 1.3 is amended to reflect the addition of Twelve Thousand Three Hundred Dollars (\$12,300.00) for the additional services under the Scope of Work, (hereinafter, the "Not-to Exceed Sum"). In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, City may suspend Consultant's performance pending City's approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City-approved amendment to the compensation terms of this Master Agreement.

3. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

4. The provisions of this Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

5. This Amendment shall be executed in three counterparts, with one such fully executed counterpart returned to Consultant upon execution.

[SIGNATURE PAGE TO FOLLOW]

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

CITY:
City of Cudahy,

By: _____
Cristian Markovich, Mayor

APPROVED AS TO FORM:

By: _____
Isabel Birrueta, Assistant City Attorney

CONSULTANT:
Vasquez & Company, LLP

By: 
Name: ROGEE MARTINEZ
Title: PARTNER

EXHIBIT "A"
(MASTER AGREEMENT)

1. This Agreement is made this 1st day of January, 2014, between the undersigned parties.

2. The undersigned parties have agreed to the following terms and conditions:

3. The undersigned parties have agreed to the following terms and conditions:



2014

**PROFESSIONAL SERVICES AGREEMENT (Engagement: Audit Services)
(Parties: Vasquez & Company, LLP and City of Cudahy)**

THIS 2014 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 2nd day of December, 2014 (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("City") and VASQUEZ & COMPANY, LLP, (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: audit and issue opinions on the City's financial statements; and

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

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

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

PROJECT, SCOPE AND TERM OF SERVICES AND COMPENSATION

- 1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in that certain proposal entitled "Proposal for Audit Services" dated October 9, 2014, which is attached hereto as Exhibit "A", and incorporated by reference (hereinafter the "Scope of Work"). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned

services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither Consultant nor anyone acting on Consultant's behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the "Notice to Proceed").

- 1.2 **TERM:** This Agreement shall have an initial term of three (3) years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the initial Term, the City shall have the option of renewing the Agreement for a maximum of two (2) fiscal years unless the City issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:** Consultants total compensation for performing the Work under the initial Term shall not exceed the aggregate sum of Two Hundred And Five Thousand, Seven Hundred Thirty-Three Dollars (\$205,733) (hereinafter, the "Contract Price"). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, business licenses and such other incidental and customary work necessary to competently perform and fully complete the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work. All related costs, travel expenses, fees in the development of the Work shall be burdened by the Consultant and not be reimbursable to the City. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Department of the City and unless such added expenditure is specifically approved in advance and in writing by the City.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, Consultant shall submit to City an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of Consultant's monthly compensation is a function of hours worked by Consultant's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

- A. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by City to be necessary. Consultant shall not undertake nor shall Consultant be entitled to compensation for Extra Work without the prior written authorization of the City. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.
- B. Payments for any Extra Work shall be made to Consultant on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally.

1.6 ACCOUNTING RECORDS: Consultant shall maintain complete and accurate records with respect to all 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.

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

|
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 Roger A. Martinez 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 attached hereto as Exhibit "B", and incorporated by reference.
- E. All of Consultant's employees and agents (including but not limited to Consultant's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and
- F. All of Consultant's employees and agents (including but not limited to Consultant's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that Consultant shall perform, at Consultant's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Consultant's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such

effort by Consultant to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representatives in writing and at their absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Consultant or on Consultant's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Consultant, including but not limited to the representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

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

2.6 CONTROL AND PAYMENT OF SUBORDINATES: The Work shall be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent performance under this Agreement or result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of Consultant are not employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant's officers, employees, agents, contractors, subcontractors or

subconsultants fail or refuse to perform the work in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Consultant and shall not be re-assigned to perform any of the Work.

- 2.8 **COMPLIANCE WITH LAWS:** Consultant shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances govern or affect the performance of the Work.
- 2.9 **SAFETY:** Consultant shall perform its Work so as to avoid injury or damage to any person or property. In performing the Work, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any Work is to be performed.
- 2.10 **NON-DISCRIMINATION:** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11 **INDEPENDENT CONTRACTOR:** The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Consultant shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant shall have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing.

|
INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** As more specifically set forth below under this Article, Consultant agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Consultant shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).

3.2 REQUIRED COVERAGES: Consultant agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

- A. **Commercial General Liability Insurance:** Consultant shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage shall either apply separately to the work and services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;
- B. **Automobile Liability Insurance:** Consultant shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers’ Compensation Insurance/Employer’s Liability Insurance:** Consultant shall procure and maintain Workers’ Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer’s Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Worker’s Compensation insurer shall also agree to waive all rights of subrogation against City and City’s elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers’ Compensation insurance shall also provide or be endorsed to provide: There will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Consultant shall furnish City with information regarding such reduction at Consultant’s earliest possible opportunity and in no case later than five (5) calendar days after Consultant is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, 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.
- 3.8 **FAILURE TO ADHERE TO INSURANCE PROVISIONS:** In addition to any other remedies City may have under this Agreement or at law or in equity, if Consultant

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

- 3.9 **SUBCONTRACTORS' INSURANCE COVERAGE:** Consultant shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Consultant under this Article.
- 3.10 **LIMITATION ON LIABILITY:** Consultant's procurement of insurance for the sum of FIVE MILLION DOLLARS (\$5,000,000.00) shall be construed as a limitation of Consultant's liability or as full performance of Consultant's indemnification duties set forth under Article V of this Agreement.

INDEMNIFICATION

- 4.1 The Consultant shall indemnify, defend and hold harmless the City its elected and appointed officers, employees, agents and volunteers ("City Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to the Consultant's performance under this contract, except to the extent that such loss or damage arises from the negligence or willful misconduct of the City Indemnitees.
- 4.2 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Article and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.3 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 written notice to Consultant, immediately terminate this Agreement at any time 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, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by Consultant in the performance of this Agreement.

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:

Vasquez & Company
Attn: Roger A. Martinez
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017-4646
Phone: (213) 873-1703
Fax: (213) 873-1777
Email:ramartinez@vasquezcpa.com

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.

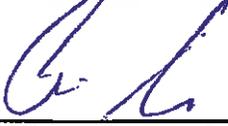
- 6.15 **SEVERABILITY**: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 **AMENDMENT; MODIFICATION**: No amendment, modification or supplement of this 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: 
Chris Garcia, Mayor

CONSULTANT:

VASQUEZ & COMPANY, LLP

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:


Isabel Birrueta
Assistant City Attorney

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

CONSULTANT:

VASQUEZ & COMPANY, LLP

By: _____
Chris Garcia, Mayor

By:  _____
Name: Gilbert R. Vasquez
Title: Managing Partner

APPROVED AS TO FORM:

Isabel Birrueta
Assistant City Attorney

EXHIBIT "A"
[SCOPE OF WORK]

EXHIBIT "B"
[AUDIT SERVICES PLANNING CALENDAR]

Due date for Proposals	October 10, 2014
City Council Award of Contract	November 18, 2014
Interim Audit	December 2014/January 2015

CAFR and Single Audit

Year End Field Work Begins	January 8, 2015
Draft Financials Submitted to City	February 28, 2015
Final reports submitted to City	March 31, 2015

EXHIBIT "B"
(FIRST AMENDMENT TO THE MASTER AGREEMENT)



2014
FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: Submission of Financial Transaction Report to State Controller's Office)
(Parties: Vasquez & Company, LLP and City of Cudahy)

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment") to that certain document entitled "Professional Services Agreement" (the "Master Agreement") executed as of October 7, 2014, by and between the City of Cudahy, a municipal corporation (hereinafter, "City") and Vasquez & Company, LLP (hereinafter, "Consultant") is made and entered into this 16th day of December, 2014. For the purposes of this Agreement, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably.

RECITALS

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

WHEREAS, on or about October 7, 2014, the Parties executed and entered into the Master Agreement which is attached hereto as Exhibit "A"; and

WHEREAS, the City desires the following professional services: Submission of Financial Transaction Report to State Controller's Office; 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, 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:

1. Section 1.1 (Scope of Work) is amended in part to reflect the performance of additional services and tasks set forth in the revised scope of work. The aforementioned revised scope of work is attached and incorporated into this Amendment and the Master Agreement Exhibit "B" and shall be 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." Neither Consultant nor anyone acting on Consultant's behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the "Notice to Proceed").

2. Section 1.3 is amended to reflect the addition of Five Thousand Dollars (\$5,000.00) for the additional services under the Scope of Work, (hereinafter, the "Not-to Exceed Sum"). In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, City may suspend Consultant's performance pending City's approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City-approved amendment to the compensation terms of this Master Agreement.

3. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

4. The provisions of this Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

5. This Amendment shall be executed in three counterparts, with one such fully executed counterpart returned to Consultant upon execution.

[SIGNATURE PAGE TO FOLLOW]

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

CITY:
City of Cudahy,

By: 
Chris Garcia, Mayor

APPROVED AS TO FORM:

By: 
Isabel Birrueta, Assistant City Attorney

CONSULTANT:
Vasquez & Company, LLP

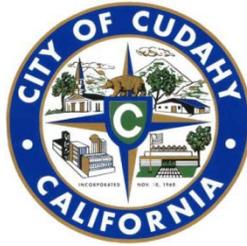
By: 
Name: ROSA MARTINEZ
Title: PARENER

EXHIBIT "C"

(SCOPE OF WORK)

1. Audit of the Cudahy Economic Development Commission (CEDC) as of June 30, 2015 and June 30, 2014 and for the eighteen month period starting on January 1, 2014 and ending on June 30, 2015. This audit will be performed in conjunction with the annual financial statement audit of the City of Cudahy and no stand-alone report of the CEDC will be issued.

2. Prepare a report summarizing the results of the procedures performed to assist the City of Cudahy (City) and Cudahy Economic Development Corporation (CEDC) in determining (1) the sources of the properties and funds transferred to CEDC, (2) how the bond proceeds and other funds transferred to CEDC were spent and (3) how much of the funds were used to purchase properties.



Item Number
10C

STAFF REPORT

Date: December 14, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Consideration to Adopt a Proposed Resolution Approving a Loan Agreement Between the City and the Successor Agency**

RECOMMENDATION

The City Council is requested to:

1. Adopt a proposed resolution approving a loan agreement between the City and the Successor Agency (Attachment A); and
2. Authorize the City Manager to sign Successor Agency Loan Agreement No. 16-17:8 in the amount of \$10,000 (Attachment B) and any documents, as necessary, in order to implement the proposed resolution on behalf of the City.

BACKGROUND

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the "Dissolution Law"), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.

2. On August 19, 2014, the Successor Agency signed a Professional Services Agreement (PSA) with Urban Futures for the preparation of a Long Range Property Management Plan (LRPMP).
3. On February 17, 2015, the Successor Agency amended the PSA with Urban Futures for the preparation of a LRPMP.
4. On November 12, 2015, the Successor Agency submitted a LRPMP to the California Department of Finance (DOF) for review and approval prior to January 1, 2016.

ANALYSIS

The Successor Agency estimates the amount of funds which are reasonably anticipated to be remitted to the Successor Agency from the Redevelopment Property Tax Trust Fund for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between July 1, 2016 and June 30, 2017 under ROPS 16–17A (together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2016) shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to Urban Futures, which shall become due and payable during the period of time covered by ROPS 15–16B, unless this emergency loan is approved.

CONCLUSION

Once this loan is approved by the City Council, the Successor Agency and the Oversight Board, and is listed on ROPS 16–17, the loan then becomes a new enforceable obligation of the Successor Agency, subject to the separate approval by the California DOF.

In order to be recovered by the City, this loan must be listed on the final form of ROPS 16-17. If the loan is not fully approved and formalized, the City is exposed to the risk that the monies described in the accompanying loan documents may not be repaid to the City.

FINANCIAL IMPACT

Funds shall be made available to the Successor Agency from the City's General Fund in the amount of \$10,000.

ATTACHMENTS

- A. Proposed Resolution to approve the Successor Agency Loan Agreement No. 16-17:8
- B. Successor Agency Loan Agreement No. 16-17:8

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF CUDAHY AND THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY (SUCCESSOR AGENCY LOAN AGREEMENT NO. 16-17:8)

WHEREAS, the City of Cudahy (the “City”) authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law; and

WHEREAS, the former Cudahy Community Development Commission/Cudahy Redevelopment Agency (“RDA”) undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law; and

WHEREAS, the State of California (the “State”) has ordered the former Cudahy Community Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the “State Redevelopment Dissolution Law; and

WHEREAS, Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency (“Successor Agency”) has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of Urban Futures, Inc. (“Urban Futures”) to assist with the preparation of a Long-Range Property Management Plan for the Successor Agency, as memorialized in that agreement between the Successor Agency and Urban Futures dated August 19, 2014, and subsequently amended by way of a First Amendment dated February 17, 2015 (the 2014 agreement and 2015 amendment are collectively the “Amended Initial Agreement”); and

WHEREAS, Urban Futures requires additional funds to provide the Successor Agency professional guidance for responding to questions that the Department of Finance and/or other interested parties have raised and/or may raise concerning the proposed Long Range Asset Management Plan that the Successor Agency submitted to Department of Finance on or about November 12, 2015 for the Department’s review and approval and also to provide the Successor Agency guidance concerning the implementation and administration of the Department of Finance approved Long Range Property Management Plan; and

WHEREAS, such funds are made available through the approval of the Loan Agreement No. 16-17:8 between the City of Cudahy and the Successor Agency,

attached to this Resolution as **Exhibit “A,”** (the “Loan Agreement”) then a corresponding amendment to the Amended Initial Agreement shall be made; and

WHEREAS, the Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with 15-16B, between January 1, 2016 and June 30, 2016, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including Urban Futures, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16B, unless this Loan is approved; and

WHEREAS, Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency; and

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

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

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

SECTION 2. **Approval of Loan Agreement**. The City Council hereby approves Loan Agreement No. 16-17:18 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency. The City Manager is hereby authorized and directed to cause Loan Agreement 16-17:8 to be included on the recognized payment obligation schedule of the Successor Agency as shall be submitted to the State Department of Finance at the most feasible time after the adoption of this Resolution.

SECTION 3. **Execution of Loan Agreement**. The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the City.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 14th day of December, 2015.

Cristian Markovich
Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Valdivia
Interim City Clerk

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 the foregoing Resolution No. _____ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 14th day of December, 2015, and that said Resolution was adopted by the following vote, to-wit:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Laura Valdivia
Interim City Clerk

EXHIBIT A – LOAN AGREEMENT NO. 16-17:8

2015

CITY OF CUDAHY

-and-

CITY OF CUDAHY AS
SUCCESSOR AGENCY TO THE
FORMER CUDAHY COMMUNITY
DEVELOPMENT COMMISSION/
CUDAHY REDEVELOPMENT AGENCY

SUCCESSOR AGENCY LOAN AGREEMENT
No. 16-17:8

(NOT TO EXCEED: \$_____)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. 16-17:8 (the "Loan Agreement") is dated as of _____, 2015 by and between the City of Cudahy, a municipal corporation (the "City") and the City of Cudahy, as successor agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic (the "Successor Agency") and is entered into in light of the following facts:

-RECITALS-

1. The City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law.
2. The former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law.
3. The State of California (the "State") has ordered the former Cudahy Community Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the "State Redevelopment Dissolution Law."
4. The Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of Urban Futures, Inc. ("Urban Futures") to assist with the preparation of a Long-Range Property Management Plan ("LRPMP") for the Successor Agency, as memorialized in that

agreement between the Successor Agency and Urban Futures dated August 19, 2014, and subsequently amended by way of a First Amendment dated February 17, 2015 (the 2014 agreement and 2015 amendment are collectively the "Amended Initial Agreement").

5. Urban Futures requires additional funds in connection the Department of Finance's review of the Long-Range Property Management Plan that the Successor Agency submitted to the Department of Finance for review and approval on or about November 12, 2015, and if such funds are made available through the approval of this Loan Agreement, a corresponding amendment to the Amended Initial Agreement shall be made.
6. The Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16B between January 1, 2016 and June 30, 2016, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including Urban Futures, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16B, unless this Loan is approved.
7. Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency.
8. The City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY AND SUCCESSOR AGENCY AGREE AS FOLLOWS:

SECTION 1. **Recitals.** The City and Successor Agency represent and warrant to each other that the information set forth in the preceding recital paragraphs is true and correct and is hereby incorporated into this Loan Agreement by reference as if fully set forth. The purpose of this Loan Agreement is to satisfy the provisions of Health and Safety Code Section 34173(h) and to evidence the enforceable obligation of the Successor Agency which arises in favor of the City, in order for the Successor Agency

to comply with its obligations under the State Redevelopment Dissolution Law and other applicable State and federal law.

SECTION 2. **Loan**. The City hereby agrees to make available from the available funds of the City as a loan to the Successor Agency (herein, the Loan”) a sum not-to-exceed _____. Subject to the approval of this Loan Agreement by the Oversight Board, the City shall make the proceeds of the Loan available to the Successor Agency upon receipt of a written Loan Draw Request, executed by the Executive Director of the Successor Agency which references Section 3 and Section 4.

SECTION 3. **Use of the Loan**. The Successor Agency shall utilize the proceeds of the Loan as follows:

for work performed and/or guidance to the Successor Agency and its staff to respond to questions that have been and/or may be raised by Department of Finance, Oversight Board, and/or Successor Agency members and/or other interested parties concerning and/or in connection with the LRPMP that the Successor Agency submitted to Department of Finance on or about November 12, 2015 for the Department’s review and approval.

The Extra Work may also include guidance and/or work performed concerning the implementation and administration of the Department of Finance approved LRPMP. The total amount of for this Extra Work as provided in the Second Amendment to the Initial Agreement shall not exceed \$_____, subject to the approval and direction of the Oversight Board.

SECTION 4. **Source of Repayment of the Loan**. The Loan shall be repaid by the Successor Agency from revenues available to the Successor Agency.

SECTION 5. **Placement of Loan Obligation on the Successor Agency’s ROPS 16-17 (July 2016– June 2017)**. Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 16-17 as shall be considered by the Successor Agency. The amount of that listed obligation shall be the not-to-exceed Loan Amount as set forth in Section 2. This Loan Agreement shall be included on each successive recognized obligation payment schedule for the Successor Agency for the former Cudahy Community Redevelopment Agency, until the City is repaid the principal balance of the Loan Amount as actually drawn by the Successor Agency as evidenced by the written Loan Draw Requests as set forth in Section 2. The City Manager of the City shall establish a loan repayment ledger for the Loan and shall cause the outstanding unpaid principal balance of the Loan to the Successor Agency, as hereby approved, to be identified in the accounting records of the City, as a financial asset of the City which is

payable to the City by the Successor Agency, in accordance with the terms set forth herein.

SECTION 6. **Term**. This Loan Agreement shall be in full force and effect from the date hereof until such time as the unpaid principal balance of the Loan has been repaid in full to the City.

SECTION 7. **Entire Agreement**. This Loan Agreement constitutes the entire agreement by and between the City and the Successor Agency with respect to the subject matter of this Loan Agreement, and may be amended only in writing.

SECTION 8. **Notice of Default and Remedies**. In the event of a default, the party who alleges a default shall give the other party thirty (30) days written notice of such default, with a copy of such notice of default to the Oversight Board and to the State Department of Finance. In the event that the party who is alleged to be in default does not promptly initiate a cure of the alleged default, and the applicable party hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Loan Agreement.

APPROVED AND EXECUTED by signature of the authorized representatives of the City and the Successor Agency as of December 14, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY:

City of Cudahy, a municipal corporation

ATTEST:

By: _____
Jose E. Pulido, City Manager

By: _____
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SUCCESSOR AGENCY:

City of Cudahy As Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic

ATTEST:

By: _____
Jose E. Pulido, Executive Director

By: _____
Interim Secretary

APPROVED AS TO FORM:

By: _____
City Attorney



Item Number 10D

STAFF REPORT

Date: December 14, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Consideration to Approve the City Demands and Payroll Including Cash and Investment Report for the Month of October 2015**

RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of \$1,186,494.84 including Cash and Investment Report by Fund for the month of October 2015.

BACKGROUND

1. On October 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 October 2015, the following demands and payroll have been audited by the Finance Department:

Demands	\$ 915,247.44 (Attachment A)
Payroll Warrants	\$ 124,379.60 (Attachment B)
	\$ 79,955.14 (Attachment B)
	\$ 66,912.66 (Attachment B)

Total:	\$ 1,186,494.84
---------------	------------------------

ANALYSIS

The Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), Cash and Investment Report by Fund October 2015 (Attachment C) indicate that the cash and investment balance was sufficient for disbursements for the month of October 2015, and (Attachment D) a summary of cash received and disbursed by month during Fiscal Year (FY) 2014-15.

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 indicates how the total disbursements of \$1,186,494.84 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 October 2015
- D. Summary of Cash Receipt / Disbursement by Month FY 2015

Check Register Report

Attachment A

Date: 11/24/2015

Time: 2:14 pm

Page: 1

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																														
39090	10/07/2015	4550 Printed	235- PRAXAIR DISTRIBUTION INC. CYLINDER RENTAL	42.43 0.00	42.43																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27664</td> <td>201-4425-6150.000</td> <td>42.43</td> <td>0.00</td> <td>42.43</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27664	201-4425-6150.000	42.43	0.00	42.43																				
Ref#	GL Number	Gross	Discount	Amount																															
27664	201-4425-6150.000	42.43	0.00	42.43																															
				Check Amount	42.43																														
39091	10/07/2015	0001 Printed	AAA BURGLAR ALARM CO, QUARTERLY ALARM MONITOR	1,471.00 0.00	1,471.00																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27637</td> <td>001-4020-6720.000</td> <td>1,471.00</td> <td>0.00</td> <td>1,471.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27637	001-4020-6720.000	1,471.00	0.00	1,471.00																				
Ref#	GL Number	Gross	Discount	Amount																															
27637	001-4020-6720.000	1,471.00	0.00	1,471.00																															
				Check Amount	1,471.00																														
39092	10/07/2015	10128 Printed	ALCALA MIKE ALONSO MUSIC -SENIORS HAWAIIAN LUAU	150.00 0.00	150.00																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27659</td> <td>001-4350-6580.000</td> <td>150.00</td> <td>0.00</td> <td>150.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27659	001-4350-6580.000	150.00	0.00	150.00																				
Ref#	GL Number	Gross	Discount	Amount																															
27659	001-4350-6580.000	150.00	0.00	150.00																															
				Check Amount	150.00																														
39093	10/07/2015	1778 Printed	ALL CITY MANAGEMENT CROSSING GUARD AUG 30 -SEPT 12	3,514.92 0.00	3,514.92																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27634</td> <td>001-4520-6730.000</td> <td>1,860.84</td> <td>0.00</td> <td>1,860.84</td> </tr> <tr> <td>27661</td> <td>001-4520-6730.000</td> <td>1,654.08</td> <td>0.00</td> <td>1,654.08</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27634	001-4520-6730.000	1,860.84	0.00	1,860.84	27661	001-4520-6730.000	1,654.08	0.00	1,654.08															
Ref#	GL Number	Gross	Discount	Amount																															
27634	001-4520-6730.000	1,860.84	0.00	1,860.84																															
27661	001-4520-6730.000	1,654.08	0.00	1,654.08																															
				Check Amount	3,514.92																														
39094	10/07/2015	7995 Printed	AMERICAN CITY PEST CONTROL PEST CONTROL SERVICE SEPTEMBER	484.00 0.00	484.00																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27642</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>27643</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>27644</td> <td>001-4020-6720.000</td> <td>117.00</td> <td>0.00</td> <td>117.00</td> </tr> <tr> <td>27645</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>27646</td> <td>001-4020-6720.000</td> <td>64.00</td> <td>0.00</td> <td>64.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27642	001-4020-6720.000	101.00	0.00	101.00	27643	001-4020-6720.000	101.00	0.00	101.00	27644	001-4020-6720.000	117.00	0.00	117.00	27645	001-4020-6720.000	101.00	0.00	101.00	27646	001-4020-6720.000	64.00	0.00	64.00
Ref#	GL Number	Gross	Discount	Amount																															
27642	001-4020-6720.000	101.00	0.00	101.00																															
27643	001-4020-6720.000	101.00	0.00	101.00																															
27644	001-4020-6720.000	117.00	0.00	117.00																															
27645	001-4020-6720.000	101.00	0.00	101.00																															
27646	001-4020-6720.000	64.00	0.00	64.00																															
				Check Amount	484.00																														
39095	10/07/2015	10205 Printed	APPLE ONE EMPLOYMENT SERVICES EMPLOYMENT SERVICE	5,128.84 0.00	5,128.84																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27680</td> <td>001-4020-6720.000</td> <td>5,128.84</td> <td>0.00</td> <td>5,128.84</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27680	001-4020-6720.000	5,128.84	0.00	5,128.84																				
Ref#	GL Number	Gross	Discount	Amount																															
27680	001-4020-6720.000	5,128.84	0.00	5,128.84																															
				Check Amount	5,128.84																														
39096	10/07/2015	0057-1 Printed	AT & T INTERNET SERVICES LUGO PARK INTERNET #138690461	155.63 0.00	155.63																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27655</td> <td>001-4020-6390.000</td> <td>101.63</td> <td>0.00</td> <td>101.63</td> </tr> <tr> <td>27656</td> <td>001-4020-6390.000</td> <td>54.00</td> <td>0.00</td> <td>54.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27655	001-4020-6390.000	101.63	0.00	101.63	27656	001-4020-6390.000	54.00	0.00	54.00															
Ref#	GL Number	Gross	Discount	Amount																															
27655	001-4020-6390.000	101.63	0.00	101.63																															
27656	001-4020-6390.000	54.00	0.00	54.00																															
				Check Amount	155.63																														
39097	10/07/2015	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERVICE	120.58 0.00	120.58																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount																									
Ref#	GL Number	Gross	Discount	Amount																															

Check Register Report

Date: 11/24/2015

Time: 2:14 pm

Page: 3

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount	
	27630	001-4008-6310.000		271.15	0.00	271.15
	27631	001-4008-6310.000		418.87	0.00	418.87
	27632	001-4008-6310.000		295.77	0.00	295.77
	27633	001-4008-6310.000		295.77	0.00	295.77
				Check Amount		1,528.09
39106	10/07/2015	10334 Printed	DEMETRIOU DEL GUERCIO SPRINGER ATTORNEY FEES CUDAHY EDC	9,042.50	0.00	9,042.50
	Ref#	GL Number	Gross	Discount	Amount	
	27682	610-4930-6755.000	9,042.50	0.00	9,042.50	
				Check Amount		9,042.50
39107	10/07/2015	8017 Printed	DEPARTMENT OF CONSERVATION QUARTERLY STRONG MOTION	145.79	0.00	145.79
	Ref#	GL Number	Gross	Discount	Amount	
	27685	001-4212-6720.000	145.79	0.00	145.79	
				Check Amount		145.79
39108	10/07/2015	6087 Printed	FIRST AMERICAN DATA TREE SERVICE RENDERED SEPTEMBER	99.00	0.00	99.00
	Ref#	GL Number	Gross	Discount	Amount	
	27670	001-4215-6080.000	99.00	0.00	99.00	
				Check Amount		99.00
39109	10/07/2015	10336 Printed	GASTON GUTIERREZ TINT WINDOWS & DOORS AT	1,065.00	0.00	1,065.00
	Ref#	GL Number	Gross	Discount	Amount	
	27638	001-4020-6370.000	1,065.00	0.00	1,065.00	
				Check Amount		1,065.00
39110	10/07/2015	0126-1 Printed	GOLDEN STATE WATER COMPANY WATER SERVICE AUG 24 - SEPT 23	2,836.11	0.00	2,836.11
	Ref#	GL Number	Gross	Discount	Amount	
	27671	001-4020-6395.000	92.28	0.00	92.28	
	27672	001-4020-6395.000	2,743.83	0.00	2,743.83	
				Check Amount		2,836.11
39111	10/07/2015	10053 Printed	HAULAWAY STORAGE CONTAINERS 21FT STORAGE CONTAINER	74.20	0.00	74.20
	Ref#	GL Number	Gross	Discount	Amount	
	27665	001-4020-6970.000	74.20	0.00	74.20	
				Check Amount		74.20
39112	10/07/2015	9723 Printed	IT SYSTEMHOUSE, INC. IT OUTSOURCING SERV SEPTEMBER	3,200.00	0.00	3,200.00
	Ref#	GL Number	Gross	Discount	Amount	
	27666	001-4020-6720.000	3,200.00	0.00	3,200.00	
				Check Amount		3,200.00
39113	10/07/2015	4553 Printed	J. V. PRINTING NOTICE BOOKS BUILDIND/SAFETY	212.55	0.00	212.55
	Ref#	GL Number	Gross	Discount	Amount	

Check Register Report

Date: 11/24/2015

Time: 2:14 pm

Page: 5

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	27624	001-4020-6515.000		18.87 0.00	18.87
	27624	001-4020-6080.000		15.57 0.00	15.57
	27625	510-4642-6145.000		312.00 0.00	312.00
				Check Amount	1,836.93
39122	10/07/2015	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICTIY BILLS	27,311.46 0.00	27,311.46
	Ref#	GL Number	Gross	Discount	Amount
	27651	201-4420-6318.000	2,118.75	0.00	2,118.75
	27651	001-4020-6318.000	25,108.50	0.00	25,108.50
	27652	350-4430-6318.000	68.80	0.00	68.80
	27652	201-4420-6318.000	15.41	0.00	15.41
				Check Amount	27,311.46
39123	10/07/2015	9626 Printed	THE BANCORP BANK FORD FUSION HYBRID 2 VEH	1,154.24 0.00	1,154.24
	Ref#	GL Number	Gross	Discount	Amount
	27636	257-4780-6990.000	1,154.24	0.00	1,154.24
				Check Amount	1,154.24
39124	10/07/2015	0071 Printed	THE GAS COMPANY NATURAL GAS - 5220 SANTA STR	170.72 0.00	170.72
	Ref#	GL Number	Gross	Discount	Amount
	27675	001-4020-6380.000	74.69	0.00	74.69
	27676	001-4020-6380.000	61.00	0.00	61.00
	27677	001-4020-6380.000	35.03	0.00	35.03
				Check Amount	170.72
39125	10/07/2015	10320 Printed	THE REGENTS OF THE UNIVERSITY STRATEGIC GROWTH COUNCIL	3,513.68 0.00	3,513.68
	Ref#	GL Number	Gross	Discount	Amount
	27647	235-4215-6720.000	3,513.68	0.00	3,513.68
				Check Amount	3,513.68
39126	10/07/2015	0079 Printed	TRACT 180 WATER COMPANY WATER SERVICE JUL - AUG 2015	8,264.25 0.00	8,264.25
	Ref#	GL Number	Gross	Discount	Amount
	27679	201-4425-6395.000	74.88	0.00	74.88
	27679	001-4020-6395.000	8,121.85	0.00	8,121.85
	27679	001-4020-6395.000	67.52	0.00	67.52
				Check Amount	8,264.25
39127	10/07/2015	0078 Printed	TRACT 349 MUTUAL WATER CO WATER SERVICE JUN 15 - AUG 15	409.80 0.00	409.80
	Ref#	GL Number	Gross	Discount	Amount
	27673	001-4020-6395.000	144.53	0.00	144.53
	27673	201-4425-6395.000	265.27	0.00	265.27
				Check Amount	409.80
39128	10/07/2015	8292 Printed	URBAN FUTURES, INC. LONG RANGE PROPERTY MANAGEMENT	5,265.00 0.00	5,265.00
	Ref#	GL Number	Gross	Discount	Amount
	27640	610-4930-6720.000	5,062.50	0.00	5,062.50

Check Register Report

Date: 11/24/2015

Time: 2:14 pm

Page: 7

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
--------------	------------------------------	-------------------	----------------------------------	-------------------	--------

39136	10/21/2015	0057-1 Printed	AT & T INTERNET SERVICES LUGO PARK INTERNET #138690461	105.00 0.00	105.00
-------	------------	-------------------	---	----------------	--------

Ref#	GL Number	Gross	Discount	Amount
27719	001-4020-6390.000	51.00	0.00	51.00
27720	001-4020-6390.000	54.00	0.00	54.00

Check Amount 105.00

39137	10/21/2015	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERVICE	92.01 0.00	92.01
-------	------------	-----------------	---	---------------	-------

Ref#	GL Number	Gross	Discount	Amount
27717	001-4020-6390.000	92.01	0.00	92.01

Check Amount 92.01

39138	10/21/2015	0057-2 Printed	AT & T PHONE SERVICE PHONE SERVICE AUG - SEPT	2,833.28 0.00	2,833.28
-------	------------	-------------------	--	------------------	----------

Ref#	GL Number	Gross	Discount	Amount
27721	001-4020-6390.000	2,833.28	0.00	2,833.28

Check Amount 2,833.28

39139	10/21/2015	8061 Printed	CELEDON'S EXER. EQUIP. SERV. MAINTENANCE FITNESS EQUIPMENT	620.60 0.00	620.60
-------	------------	-----------------	---	----------------	--------

Ref#	GL Number	Gross	Discount	Amount
27692	001-4350-6210.000	620.60	0.00	620.60

Check Amount 620.60

39140	10/21/2015	0136 Printed	CITY OF SOUTH GATE SIGNAL MAINTENANCE OCTOBER2015	75.00 0.00	75.00
-------	------------	-----------------	--	---------------	-------

Ref#	GL Number	Gross	Discount	Amount
27698	201-4420-6771.000	75.00	0.00	75.00

Check Amount 75.00

39141	10/21/2015	10005 Printed	DAPEER, ROSENBLIT & LITVAK PROFESSIONAL SERVICES SEPTEMBE	6,091.80 0.00	6,091.80
-------	------------	------------------	--	------------------	----------

Ref#	GL Number	Gross	Discount	Amount
27705	510-4230-6755.000	6,091.80	0.00	6,091.80

Check Amount 6,091.80

39142	10/21/2015	2304 Printed	DAVE'S TROPHIES SOCCER TROPHY	683.50 0.00	683.50
-------	------------	-----------------	----------------------------------	----------------	--------

Ref#	GL Number	Gross	Discount	Amount
27703	001-4350-6250.000	683.50	0.00	683.50

Check Amount 683.50

39143	10/21/2015	10334 Printed	DEMETRIOU DEL GUERCIO SPRINGER ATTORNEY FEES CUDAHY EDC	3,315.00 0.00	3,315.00
-------	------------	------------------	--	------------------	----------

Ref#	GL Number	Gross	Discount	Amount
27726	610-4930-6755.000	3,315.00	0.00	3,315.00

Check Amount 3,315.00

39144	10/21/2015	9734 Printed	EARTH CONSULTANTS CUDAHY DISASTER MITIGATION PLA	246.15 0.00	246.15
-------	------------	-----------------	---	----------------	--------

Check Register Report

Date: 11/24/2015

Time: 2:14 pm

Page: 8

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																																																						
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27706</td> <td>001-4020-6742.000</td> <td>246.15</td> <td>0.00</td> <td>246.15</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27706	001-4020-6742.000	246.15	0.00	246.15																																																												
Ref#	GL Number	Gross	Discount	Amount																																																																							
27706	001-4020-6742.000	246.15	0.00	246.15																																																																							
				Check Amount	246.15																																																																						
39145	10/21/2015	8382 Printed	IGLESIAS RICHARD PER DIEM SAN JOSE SEMINAR	82.50 0.00	82.50																																																																						
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27694</td> <td>001-4018-6392.000</td> <td>82.50</td> <td>0.00</td> <td>82.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27694	001-4018-6392.000	82.50	0.00	82.50																																																												
Ref#	GL Number	Gross	Discount	Amount																																																																							
27694	001-4018-6392.000	82.50	0.00	82.50																																																																							
				Check Amount	82.50																																																																						
39146	10/21/2015	2378 Printed	ITL, INC. FUEL	1,970.01 0.00	1,970.01																																																																						
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>27713</td><td>001-4530-6040.000</td><td>156.36</td><td>0.00</td><td>156.36</td></tr> <tr><td>27713</td><td>201-4425-6040.000</td><td>265.98</td><td>0.00</td><td>265.98</td></tr> <tr><td>27713</td><td>001-4410-6040.000</td><td>122.57</td><td>0.00</td><td>122.57</td></tr> <tr><td>27714</td><td>001-4530-6040.000</td><td>109.30</td><td>0.00</td><td>109.30</td></tr> <tr><td>27714</td><td>201-4425-6040.000</td><td>81.66</td><td>0.00</td><td>81.66</td></tr> <tr><td>27714</td><td>001-4410-6040.000</td><td>149.49</td><td>0.00</td><td>149.49</td></tr> <tr><td>27715</td><td>001-4530-6040.000</td><td>169.77</td><td>0.00</td><td>169.77</td></tr> <tr><td>27715</td><td>201-4425-6040.000</td><td>42.00</td><td>0.00</td><td>42.00</td></tr> <tr><td>27715</td><td>001-4410-6040.000</td><td>251.96</td><td>0.00</td><td>251.96</td></tr> <tr><td>27716</td><td>001-4215-6720.000</td><td>23.59</td><td>0.00</td><td>23.59</td></tr> <tr><td>27716</td><td>001-4530-6040.000</td><td>140.62</td><td>0.00</td><td>140.62</td></tr> <tr><td>27716</td><td>201-4425-6040.000</td><td>230.71</td><td>0.00</td><td>230.71</td></tr> <tr><td>27716</td><td>001-4410-6040.000</td><td>226.00</td><td>0.00</td><td>226.00</td></tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27713	001-4530-6040.000	156.36	0.00	156.36	27713	201-4425-6040.000	265.98	0.00	265.98	27713	001-4410-6040.000	122.57	0.00	122.57	27714	001-4530-6040.000	109.30	0.00	109.30	27714	201-4425-6040.000	81.66	0.00	81.66	27714	001-4410-6040.000	149.49	0.00	149.49	27715	001-4530-6040.000	169.77	0.00	169.77	27715	201-4425-6040.000	42.00	0.00	42.00	27715	001-4410-6040.000	251.96	0.00	251.96	27716	001-4215-6720.000	23.59	0.00	23.59	27716	001-4530-6040.000	140.62	0.00	140.62	27716	201-4425-6040.000	230.71	0.00	230.71	27716	001-4410-6040.000	226.00	0.00	226.00
Ref#	GL Number	Gross	Discount	Amount																																																																							
27713	001-4530-6040.000	156.36	0.00	156.36																																																																							
27713	201-4425-6040.000	265.98	0.00	265.98																																																																							
27713	001-4410-6040.000	122.57	0.00	122.57																																																																							
27714	001-4530-6040.000	109.30	0.00	109.30																																																																							
27714	201-4425-6040.000	81.66	0.00	81.66																																																																							
27714	001-4410-6040.000	149.49	0.00	149.49																																																																							
27715	001-4530-6040.000	169.77	0.00	169.77																																																																							
27715	201-4425-6040.000	42.00	0.00	42.00																																																																							
27715	001-4410-6040.000	251.96	0.00	251.96																																																																							
27716	001-4215-6720.000	23.59	0.00	23.59																																																																							
27716	001-4530-6040.000	140.62	0.00	140.62																																																																							
27716	201-4425-6040.000	230.71	0.00	230.71																																																																							
27716	001-4410-6040.000	226.00	0.00	226.00																																																																							
				Check Amount	1,970.01																																																																						
39147	10/21/2015	4553 Printed	J. V. PRINTING BUSINESS LICENSE DECAL	114.45 0.00	114.45																																																																						
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27701</td> <td>001-4020-6080.000</td> <td>114.45</td> <td>0.00</td> <td>114.45</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27701	001-4020-6080.000	114.45	0.00	114.45																																																												
Ref#	GL Number	Gross	Discount	Amount																																																																							
27701	001-4020-6080.000	114.45	0.00	114.45																																																																							
				Check Amount	114.45																																																																						
39148	10/21/2015	9425 Printed	JK CONSTRUCTION 8305 ATLANTIC AVE #9 -WALSH	387.00 0.00	387.00																																																																						
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27695</td> <td>510-4620-6767.000</td> <td>387.00</td> <td>0.00</td> <td>387.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27695	510-4620-6767.000	387.00	0.00	387.00																																																												
Ref#	GL Number	Gross	Discount	Amount																																																																							
27695	510-4620-6767.000	387.00	0.00	387.00																																																																							
				Check Amount	387.00																																																																						
39149	10/21/2015	10108 Printed	MARKOVICH CRISTIAN PER DIEM WASHINGTON CONFERENCE	139.50 0.00	139.50																																																																						
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27693</td> <td>001-4001-6391.000</td> <td>139.50</td> <td>0.00</td> <td>139.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27693	001-4001-6391.000	139.50	0.00	139.50																																																												
Ref#	GL Number	Gross	Discount	Amount																																																																							
27693	001-4001-6391.000	139.50	0.00	139.50																																																																							
				Check Amount	139.50																																																																						
39150	10/21/2015	1338-1 Printed	METROPOLITAN TRANSPORTATION TAP AUGUST 2015	4,987.50 0.00	4,987.50																																																																						
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27697</td> <td>251-4760-6550.000</td> <td>4,987.50</td> <td>0.00</td> <td>4,987.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27697	251-4760-6550.000	4,987.50	0.00	4,987.50																																																												
Ref#	GL Number	Gross	Discount	Amount																																																																							
27697	251-4760-6550.000	4,987.50	0.00	4,987.50																																																																							
				Check Amount	4,987.50																																																																						

Check Register Report

Date: 11/24/2015

Time: 2:14 pm

Page: 9

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																				
39151	10/21/2015	10337 Printed	MIG PROFESSIONAL SERVICES AUGUST	1,135.27 0.00	1,135.27																				
				Check Amount	1,135.27																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27727</td> <td>001-4215-6720.000</td> <td>1,135.27</td> <td>0.00</td> <td>1,135.27</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27727	001-4215-6720.000	1,135.27	0.00	1,135.27										
Ref#	GL Number	Gross	Discount	Amount																					
27727	001-4215-6720.000	1,135.27	0.00	1,135.27																					
39152	10/21/2015	10191 Printed	MORENO DANNY BALLON ARTIST HALLOWEEN EVENT	300.00 0.00	300.00																				
				Check Amount	300.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27723</td> <td>001-4350-6585.000</td> <td>300.00</td> <td>0.00</td> <td>300.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27723	001-4350-6585.000	300.00	0.00	300.00										
Ref#	GL Number	Gross	Discount	Amount																					
27723	001-4350-6585.000	300.00	0.00	300.00																					
39153	10/21/2015	10081 Printed	NEOFUNDS BY NEOPOST POSTAGE	445.19 0.00	445.19																				
				Check Amount	445.19																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27722</td> <td>001-4020-6385.000</td> <td>445.19</td> <td>0.00</td> <td>445.19</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27722	001-4020-6385.000	445.19	0.00	445.19										
Ref#	GL Number	Gross	Discount	Amount																					
27722	001-4020-6385.000	445.19	0.00	445.19																					
39154	10/21/2015	9737 Printed	REGIONAL TAP SERVICE CENTER REGULAR BUS PASS AUGUST 2015	115.00 0.00	115.00																				
				Check Amount	115.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27696</td> <td>251-4760-6550.000</td> <td>115.00</td> <td>0.00</td> <td>115.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27696	251-4760-6550.000	115.00	0.00	115.00										
Ref#	GL Number	Gross	Discount	Amount																					
27696	251-4760-6550.000	115.00	0.00	115.00																					
39155	10/21/2015	2802 Printed	SAM'S CLUB SNACKS FOR CYF & CITY	257.06 0.00	257.06																				
				Check Amount	257.06																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27709</td> <td>001-4020-6080.000</td> <td>123.94</td> <td>0.00</td> <td>123.94</td> </tr> <tr> <td>27709</td> <td>001-4350-6580.000</td> <td>133.12</td> <td>0.00</td> <td>133.12</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27709	001-4020-6080.000	123.94	0.00	123.94	27709	001-4350-6580.000	133.12	0.00	133.12					
Ref#	GL Number	Gross	Discount	Amount																					
27709	001-4020-6080.000	123.94	0.00	123.94																					
27709	001-4350-6580.000	133.12	0.00	133.12																					
39156	10/21/2015	10332 Printed	SEQUEL CONTRACTORS, INC. CITYWIDE STREET IMPROVEMENT	7,410.00 0.00	7,410.00																				
				Check Amount	7,410.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27704</td> <td>240-7080-6725.000</td> <td>7,410.00</td> <td>0.00</td> <td>7,410.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27704	240-7080-6725.000	7,410.00	0.00	7,410.00										
Ref#	GL Number	Gross	Discount	Amount																					
27704	240-7080-6725.000	7,410.00	0.00	7,410.00																					
39157	10/21/2015	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILLS	11,569.95 0.00	11,569.95																				
				Check Amount	11,569.95																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27718</td> <td>350-4430-6318.000</td> <td>6,585.68</td> <td>0.00</td> <td>6,585.68</td> </tr> <tr> <td>27718</td> <td>201-4420-6318.000</td> <td>269.37</td> <td>0.00</td> <td>269.37</td> </tr> <tr> <td>27718</td> <td>001-4020-6318.000</td> <td>4,714.90</td> <td>0.00</td> <td>4,714.90</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27718	350-4430-6318.000	6,585.68	0.00	6,585.68	27718	201-4420-6318.000	269.37	0.00	269.37	27718	001-4020-6318.000	4,714.90	0.00	4,714.90
Ref#	GL Number	Gross	Discount	Amount																					
27718	350-4430-6318.000	6,585.68	0.00	6,585.68																					
27718	201-4420-6318.000	269.37	0.00	269.37																					
27718	001-4020-6318.000	4,714.90	0.00	4,714.90																					
39158	10/21/2015	10004 Printed	TALAMANTES ROBERT DJ SERVICE - HALLOWEEN EVENT	700.00 0.00	700.00																				
				Check Amount	700.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27724</td> <td>001-4350-6585.000</td> <td>350.00</td> <td>0.00</td> <td>350.00</td> </tr> <tr> <td>27725</td> <td>001-4350-6585.000</td> <td>350.00</td> <td>0.00</td> <td>350.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27724	001-4350-6585.000	350.00	0.00	350.00	27725	001-4350-6585.000	350.00	0.00	350.00					
Ref#	GL Number	Gross	Discount	Amount																					
27724	001-4350-6585.000	350.00	0.00	350.00																					
27725	001-4350-6585.000	350.00	0.00	350.00																					

Check Register Report

Date: 11/24/2015

Time: 2:14 pm

Page: 10

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																				
39159	10/21/2015	0071 Printed	THE GAS COMPANY NATURAL GAS - 5220 SANTA STR	131.84 0.00	131.84																				
				Check Amount	131.84																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27710</td> <td>001-4020-6380.000</td> <td>38.57</td> <td>0.00</td> <td>38.57</td> </tr> <tr> <td>27711</td> <td>001-4020-6380.000</td> <td>61.38</td> <td>0.00</td> <td>61.38</td> </tr> <tr> <td>27712</td> <td>001-4020-6380.000</td> <td>31.89</td> <td>0.00</td> <td>31.89</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27710	001-4020-6380.000	38.57	0.00	38.57	27711	001-4020-6380.000	61.38	0.00	61.38	27712	001-4020-6380.000	31.89	0.00	31.89
Ref#	GL Number	Gross	Discount	Amount																					
27710	001-4020-6380.000	38.57	0.00	38.57																					
27711	001-4020-6380.000	61.38	0.00	61.38																					
27712	001-4020-6380.000	31.89	0.00	31.89																					
39160	10/21/2015	10320 Printed	THE REGENTS OF THE UNIVERSITY STRATEGIC GROWTH COUNCIL	4,373.72 0.00	4,373.72																				
				Check Amount	4,373.72																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27708</td> <td>235-4215-6720.000</td> <td>4,373.72</td> <td>0.00</td> <td>4,373.72</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27708	235-4215-6720.000	4,373.72	0.00	4,373.72										
Ref#	GL Number	Gross	Discount	Amount																					
27708	235-4215-6720.000	4,373.72	0.00	4,373.72																					
39161	10/21/2015	9991 Printed	TRANSTECH HIGHWAY SAFETY IMPROVEMENT	1,485.00 0.00	1,485.00																				
				Check Amount	1,485.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27707</td> <td>235-7087-6725.000</td> <td>1,485.00</td> <td>0.00</td> <td>1,485.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27707	235-7087-6725.000	1,485.00	0.00	1,485.00										
Ref#	GL Number	Gross	Discount	Amount																					
27707	235-7087-6725.000	1,485.00	0.00	1,485.00																					
39162	10/21/2015	2859 Printed	UNDERGROUND SERVICE ALERT-SC DIG ALERT TICKETS	46.50 0.00	46.50																				
				Check Amount	46.50																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27699</td> <td>201-4425-6735.000</td> <td>46.50</td> <td>0.00</td> <td>46.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27699	201-4425-6735.000	46.50	0.00	46.50										
Ref#	GL Number	Gross	Discount	Amount																					
27699	201-4425-6735.000	46.50	0.00	46.50																					
39163	10/21/2015	9667 Printed	UNITED LIFTTRUCKS REPAIR FORKLIFT	618.80 0.00	618.80																				
				Check Amount	618.80																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27702</td> <td>001-4410-6770.000</td> <td>618.80</td> <td>0.00</td> <td>618.80</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27702	001-4410-6770.000	618.80	0.00	618.80										
Ref#	GL Number	Gross	Discount	Amount																					
27702	001-4410-6770.000	618.80	0.00	618.80																					
39164	10/21/2015	5631 Printed	WELLS LOCK & KEY RE-KEYED SHERIFF'S OFFICE	93.00 0.00	93.00																				
				Check Amount	93.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27700</td> <td>001-4020-6370.000</td> <td>93.00</td> <td>0.00</td> <td>93.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27700	001-4020-6370.000	93.00	0.00	93.00										
Ref#	GL Number	Gross	Discount	Amount																					
27700	001-4020-6370.000	93.00	0.00	93.00																					
39165	10/28/2015	10339 Printed	AGUILAR SANDRA YOUTH BASEBALL REFUND	100.00 0.00	100.00																				
				Check Amount	100.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27753</td> <td>001-0000-4990.000</td> <td>100.00</td> <td>0.00</td> <td>100.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27753	001-0000-4990.000	100.00	0.00	100.00										
Ref#	GL Number	Gross	Discount	Amount																					
27753	001-0000-4990.000	100.00	0.00	100.00																					
39166	10/28/2015	10346 Printed	ANGUIANO SONIA YOUTH BASEBALL REFUND	100.00 0.00	100.00																				
				Check Amount	100.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27746</td> <td>001-0000-4990.000</td> <td>100.00</td> <td>0.00</td> <td>100.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27746	001-0000-4990.000	100.00	0.00	100.00										
Ref#	GL Number	Gross	Discount	Amount																					
27746	001-0000-4990.000	100.00	0.00	100.00																					

Check Register Report

Date: 11/24/2015

Time: 2:14 pm

Page: 11

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
39167	10/28/2015	10357 Printed	ARTEAGA LILIA YOUTH BASEBALL REFUND	100.00 0.00	100.00

Ref#	GL Number	Gross	Discount	Amount
27732	001-0000-4990.000	100.00	0.00	100.00

Check Amount 100.00

39168	10/28/2015	10354 Printed	AYALA LILIANA YOUTH BASEBALL REFUND	85.00 0.00	85.00
-------	------------	------------------	--	---------------	-------

Ref#	GL Number	Gross	Discount	Amount
27729	001-0000-4990.000	85.00	0.00	85.00

Check Amount 85.00

39169	10/28/2015	7019 Printed	BUSINESS CARD CREDIT CARD SEPTEMBER 2015 RI	3,012.24 0.00	3,012.24
-------	------------	-----------------	--	------------------	----------

Ref#	GL Number	Gross	Discount	Amount
27762	001-4011-6312.000	235.00	0.00	235.00
27762	001-4151-6080.000	222.09	0.00	222.09
27762	001-4018-6080.000	222.09	0.00	222.09
27762	001-4350-6080.000	5.97	0.00	5.97
27762	001-4011-6080.000	12.98	0.00	12.98
27762	001-4020-6515.000	114.36	0.00	114.36
27762	001-4215-6386.000	485.00	0.00	485.00
27762	001-4020-6910.000	375.00	0.00	375.00
27762	001-4020-6375.000	126.00	0.00	126.00
27762	001-4216-6080.000	31.99	0.00	31.99
27762	001-4008-6310.000	104.01	0.00	104.01
27762	001-4151-6392.000	385.00	0.00	385.00
27762	001-4020-6080.000	-6.45	0.00	-6.45
27762	001-4001-6391.000	699.20	0.00	699.20

Check Amount 3,012.24

39170	10/28/2015	4546 Printed	CENTRAL BASIN MUNICIPAL WATER RECYCLED WATER AUGUST 2015	373.87 0.00	373.87
-------	------------	-----------------	---	----------------	--------

Ref#	GL Number	Gross	Discount	Amount
27764	001-4020-6395.000	373.87	0.00	373.87

Check Amount 373.87

39171	10/28/2015	1206 Printed	COUNTY OF LOS ANGELES IND WAST SEWER SYSTEM - AUDIT	6,054.25 0.00	6,054.25
-------	------------	-----------------	--	------------------	----------

Ref#	GL Number	Gross	Discount	Amount
27766	001-4216-6720.000	3,098.57	0.00	3,098.57
27767	001-4216-6720.000	2,955.68	0.00	2,955.68

Check Amount 6,054.25

39172	10/28/2015	10360 Printed	FIERRO LILIANA YOUTH BASEBALL REFUND	85.00 0.00	85.00
-------	------------	------------------	---	---------------	-------

Ref#	GL Number	Gross	Discount	Amount
27735	001-0000-4990.000	85.00	0.00	85.00

Check Amount 85.00

39173	10/28/2015	10364 Printed	FIGUEROA OMAR YOUTH BASEBALL REFUND	85.00 0.00	85.00
-------	------------	------------------	--	---------------	-------

Check Register Report

Date: 11/24/2015

Time: 2:14 pm

Page: 12

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27739</td> <td>001-0000-4990.000</td> <td>85.00</td> <td>0.00</td> <td>85.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27739	001-0000-4990.000	85.00	0.00	85.00					
Ref#	GL Number	Gross	Discount	Amount																
27739	001-0000-4990.000	85.00	0.00	85.00																
			Check Amount	85.00																
39174	10/28/2015	10362 Printed	FLORES LUZ MARIA YOUTH BASEBALL REFUND	85.00 0.00	85.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27737</td> <td>001-0000-4990.000</td> <td>85.00</td> <td>0.00</td> <td>85.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27737	001-0000-4990.000	85.00	0.00	85.00					
Ref#	GL Number	Gross	Discount	Amount																
27737	001-0000-4990.000	85.00	0.00	85.00																
			Check Amount	85.00																
39175	10/28/2015	10356 Printed	GALLARDO MILITZA YOUTH BASEBALL REFUND	100.00 0.00	100.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27731</td> <td>001-0000-4990.000</td> <td>100.00</td> <td>0.00</td> <td>100.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27731	001-0000-4990.000	100.00	0.00	100.00					
Ref#	GL Number	Gross	Discount	Amount																
27731	001-0000-4990.000	100.00	0.00	100.00																
			Check Amount	100.00																
39176	10/28/2015	10350 Printed	GOMEZ OLGA YOUTH BASEBALL REFUND	100.00 0.00	100.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27742</td> <td>001-0000-4990.000</td> <td>100.00</td> <td>0.00</td> <td>100.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27742	001-0000-4990.000	100.00	0.00	100.00					
Ref#	GL Number	Gross	Discount	Amount																
27742	001-0000-4990.000	100.00	0.00	100.00																
			Check Amount	100.00																
39177	10/28/2015	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT CONSULTING OCT 11 - OCT 24	3,485.00 0.00	3,485.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27778</td> <td>001-4011-6720.000</td> <td>2,975.00</td> <td>0.00</td> <td>2,975.00</td> </tr> <tr> <td>27778</td> <td>001-4930-6391.000</td> <td>510.00</td> <td>0.00</td> <td>510.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27778	001-4011-6720.000	2,975.00	0.00	2,975.00	27778	001-4930-6391.000	510.00	0.00	510.00
Ref#	GL Number	Gross	Discount	Amount																
27778	001-4011-6720.000	2,975.00	0.00	2,975.00																
27778	001-4930-6391.000	510.00	0.00	510.00																
			Check Amount	3,485.00																
39178	10/28/2015	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT LAW ENFORCEMENT AUGUST 2015	307,305.63 0.00	307,305.63															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27755</td> <td>001-4501-6763.000</td> <td>307,305.63</td> <td>0.00</td> <td>307,305.63</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27755	001-4501-6763.000	307,305.63	0.00	307,305.63					
Ref#	GL Number	Gross	Discount	Amount																
27755	001-4501-6763.000	307,305.63	0.00	307,305.63																
			Check Amount	307,305.63																
39179	10/28/2015	10353 Printed	LOPEZ MARIA LUISA YOUTH BASEBALL REFUND	85.00 0.00	85.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27728</td> <td>001-0000-4990.000</td> <td>85.00</td> <td>0.00</td> <td>85.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27728	001-0000-4990.000	85.00	0.00	85.00					
Ref#	GL Number	Gross	Discount	Amount																
27728	001-0000-4990.000	85.00	0.00	85.00																
			Check Amount	85.00																
39180	10/28/2015	10340 Printed	MADRIGAL LILY YOUTH BASEBALL REFUND	50.00 0.00	50.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27752</td> <td>001-0000-4990.000</td> <td>50.00</td> <td>0.00</td> <td>50.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27752	001-0000-4990.000	50.00	0.00	50.00					
Ref#	GL Number	Gross	Discount	Amount																
27752	001-0000-4990.000	50.00	0.00	50.00																
			Check Amount	50.00																
39181	10/28/2015	10343 Printed	MAYORGA EDITH YOUTH BASEBALL REFUND	85.00 0.00	85.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27749</td> <td>001-0000-4990.000</td> <td>85.00</td> <td>0.00</td> <td>85.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27749	001-0000-4990.000	85.00	0.00	85.00					
Ref#	GL Number	Gross	Discount	Amount																
27749	001-0000-4990.000	85.00	0.00	85.00																

Check Register Report

Date: 11/24/2015

Time: 2:14 pm

Page: 14

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
				Check Amount	9,117.90
39189	10/28/2015	10349 Printed	PEREZ OLIVIA YOUTH BASEBALL REFUND	100.00 0.00	100.00
				Check Amount	100.00
39190	10/28/2015	0095 Printed	PETTY CASH PETTY CASH REIMBURESEMENT	421.99 0.00	421.99
				Check Amount	421.99
39191	10/28/2015	10361 Printed	PRIETO FALISHA YOUTH BASEBALL REFUND	100.00 0.00	100.00
				Check Amount	100.00
39192	10/28/2015	10359 Printed	RIVERA MARIA L. YOUTH BASEBALL REFUND	85.00 0.00	85.00
				Check Amount	85.00
39193	10/28/2015	10341 Printed	RODRIGUEZ JOHANA YOUTH BASEBALL REFUND	85.00 0.00	85.00
				Check Amount	85.00
39194	10/28/2015	10358 Printed	ROJAS ANA YOUTH BASEBALL REFUND	100.00 0.00	100.00
				Check Amount	100.00

Check Register Report

Date: 11/24/2015

Time: 2:14 pm

Page: 15

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																									
39195	10/28/2015	10363 Printed	SAUCEDO ROTH YOUTH BASEBALL REFUND	85.00 0.00	85.00																									
				Check Amount	85.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27738</td> <td>001-0000-4990.000</td> <td>85.00</td> <td>0.00</td> <td>85.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27738	001-0000-4990.000	85.00	0.00	85.00															
Ref#	GL Number	Gross	Discount	Amount																										
27738	001-0000-4990.000	85.00	0.00	85.00																										
39196	10/28/2015	0069-2 Printed	SIEMENS INDUSTRY, INC. TRAFFIC SIGNAL CALLS SEPTEMBER	4,270.74 0.00	4,270.74																									
				Check Amount	4,270.74																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27768</td> <td>350-4430-6775.000</td> <td>783.25</td> <td>0.00</td> <td>783.25</td> </tr> <tr> <td>27769</td> <td>350-4430-6775.000</td> <td>1,468.27</td> <td>0.00</td> <td>1,468.27</td> </tr> <tr> <td>27770</td> <td>201-4420-6771.000</td> <td>674.61</td> <td>0.00</td> <td>674.61</td> </tr> <tr> <td>27771</td> <td>201-4420-6771.000</td> <td>1,344.61</td> <td>0.00</td> <td>1,344.61</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27768	350-4430-6775.000	783.25	0.00	783.25	27769	350-4430-6775.000	1,468.27	0.00	1,468.27	27770	201-4420-6771.000	674.61	0.00	674.61	27771	201-4420-6771.000	1,344.61	0.00	1,344.61
Ref#	GL Number	Gross	Discount	Amount																										
27768	350-4430-6775.000	783.25	0.00	783.25																										
27769	350-4430-6775.000	1,468.27	0.00	1,468.27																										
27770	201-4420-6771.000	674.61	0.00	674.61																										
27771	201-4420-6771.000	1,344.61	0.00	1,344.61																										
39197	10/28/2015	10344 Printed	SOLIS SILVIA YOUTH BASEBALL REFUND	85.00 0.00	85.00																									
				Check Amount	85.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27748</td> <td>001-0000-4990.000</td> <td>85.00</td> <td>0.00</td> <td>85.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27748	001-0000-4990.000	85.00	0.00	85.00															
Ref#	GL Number	Gross	Discount	Amount																										
27748	001-0000-4990.000	85.00	0.00	85.00																										
39198	10/28/2015	0093-1 Printed	SOUTHERN CALIFORNIA ASSOCIATIO MEMBERSHIP DUES 2015-2016	2,346.00 0.00	2,346.00																									
				Check Amount	2,346.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27761</td> <td>001-4001-6312.000</td> <td>2,346.00</td> <td>0.00</td> <td>2,346.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27761	001-4001-6312.000	2,346.00	0.00	2,346.00															
Ref#	GL Number	Gross	Discount	Amount																										
27761	001-4001-6312.000	2,346.00	0.00	2,346.00																										
39199	10/28/2015	10355 Printed	URIBE JANETTE YOUTH BASEBALL REFUND	100.00 0.00	100.00																									
				Check Amount	100.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27730</td> <td>001-0000-4990.000</td> <td>100.00</td> <td>0.00</td> <td>100.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27730	001-0000-4990.000	100.00	0.00	100.00															
Ref#	GL Number	Gross	Discount	Amount																										
27730	001-0000-4990.000	100.00	0.00	100.00																										
39200	10/28/2015	10351 Printed	VELEZ CANDY YOUTH BASEBALL REFUND	85.00 0.00	85.00																									
				Check Amount	85.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27741</td> <td>001-0000-4990.000</td> <td>85.00</td> <td>0.00</td> <td>85.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27741	001-0000-4990.000	85.00	0.00	85.00															
Ref#	GL Number	Gross	Discount	Amount																										
27741	001-0000-4990.000	85.00	0.00	85.00																										
39201	10/28/2015	10348 Printed	VENEGAS ILIANNA YOUTH BASEBALL REFUND	85.00 0.00	85.00																									
				Check Amount	85.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27744</td> <td>001-0000-4990.000</td> <td>85.00</td> <td>0.00</td> <td>85.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27744	001-0000-4990.000	85.00	0.00	85.00															
Ref#	GL Number	Gross	Discount	Amount																										
27744	001-0000-4990.000	85.00	0.00	85.00																										
39202	10/28/2015	10347 Printed	VILLALPALDO JUAN YOUTH BASEBALL REFUND	85.00 0.00	85.00																									
				Check Amount	85.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>27745</td> <td>001-0000-4990.000</td> <td>85.00</td> <td>0.00</td> <td>85.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	27745	001-0000-4990.000	85.00	0.00	85.00															
Ref#	GL Number	Gross	Discount	Amount																										
27745	001-0000-4990.000	85.00	0.00	85.00																										
				Check Amount	85.00																									

Check Register Report

Date: 11/24/2015

Time: 2:14 pm

Page: 16

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
39203	10/28/2015	10352 Printed	YHUIT LESLIE YOUTH BASEBALL REFUND	85.00 0.00	85.00

Ref#	GL Number	Gross	Discount	Amount
27740	001-0000-4990.000	85.00	0.00	85.00

Check Amount 85.00

39204	10/28/2015			0.00	0.00
	10/28/2015	Void		0.00	

Ref#	GL Number	Gross	Discount	Amount

Check Amount 0.00

39205	10/28/2015	10365 Printed	EFI GLOBAL, INC. PHASE I ENVIRONMENTAL	12,200.00 0.00	12,200.00
-------	------------	------------------	---	-------------------	-----------

Ref#	GL Number	Gross	Discount	Amount
27782	610-4930-6720.000	12,200.00	0.00	12,200.00

Check Amount 12,200.00

39206	10/28/2015	10201 Printed	OLIVAREZ MADRUGA, LLP LEGAL SERVICES AUGUST 2015	42,857.66 0.00	42,857.66
-------	------------	------------------	---	-------------------	-----------

Ref#	GL Number	Gross	Discount	Amount
27779	001-4005-6755.000	135.48	0.00	135.48
27779	001-4930-6391.000	819.00	0.00	819.00
27779	001-4005-6720.000	19,181.00	0.00	19,181.00
27780	001-4930-6755.000	1,085.50	0.00	1,085.50
27780	610-4930-6755.000	6,443.50	0.00	6,443.50
27781	001-4005-6720.000	11,710.94	0.00	11,710.94
27781	001-4930-6391.000	115.50	0.00	115.50
27781	001-4930-6755.000	3,366.74	0.00	3,366.74

Check Amount 42,857.66

Total Checks: 117 Bank Total(excluding void checks): 915,247.44

Total Checks: 117 Grand Total(excluding void checks): 915,247.44

CITY OF CUDAHY

Payroll Warrants including payroll taxes and insurance premiums:

	October 1, 2015	October 15, 2015	October 29, 2015
Issued Warrants Number	20217 - 20280	20281 - 20329	20330 - 20377
Voided Warrants			
	\$ 9,900.10	\$ 9,742.41	\$ 6,888.49
Direct Deposits (a)	61,805.39	52,830.34	\$ 49,392.70
CalPERS Direct Deposit (b)	28,907.06		
CalPERS Direct Deposit (c)	11,860.13		
Payroll taxes (d)	11,906.92	17,382.66	10,631.47
Total Amount	\$ 124,379.60	\$ 79,955.41	\$ 66,912.66
Note (a) - Employess / Council Members / Commissioners			
Note (b) - Payments for CalPERS medical insurance			
Note (c) - Payments for CalPERS retirement contributions			
Note (d) - Federal and State payroll taxes			

CITY OF CUDAHY
Cash and Investment Report by Fund October 2015

	July 1, 2015	Inflow YTD	Outflow YTD	October 31, 2015	Receipts October 2015	Disbursements October 2015
001 General Fund	4,202,673.02	1,771,773.54	3,658,998.17	2,315,448.39	390,289.85	987,241.29
040 Drug Assets Seizure Fund	33,463.81	1,672.57	6,188.03	28,948.35	21.19	
201 State Gas Tax	1,155,209.38	201,316.15	290,148.98	1,066,376.55	53,417.21	55,764.43
235 Other Grants	-	10,613.74	24,317.29	(13,703.55)	10,613.74	9,497.43
240 Prop 1 B - Local Street Improv.	426,851.03	488.52	321,478.57	105,860.98	234.29	7,410.00
251 Prop C	303,022.72	127,648.55	155,222.34	275,448.93	29,034.82	8,781.05
252 Prop A	528,808.59	140,137.47	25,927.70	643,018.36	30,392.97	4,257.58
253 Measure R	674,025.63	87,375.29	100,962.89	660,438.03	44,288.54	5,551.95
255 TDA	21,297.00	-	21,297.00	-		
257 AQMD	39,132.03	7,910.92	4,617.96	42,424.99	29.17	1,154.24
260 Used Oil	13,582.26	18.24	-	13,600.50	10.15	
261 California Beverage Container	6,723.30	6,640.02	-	13,363.32	6,636.02	
265 Recycling Grant	14,223.41	19.09	-	14,242.50	10.62	
270 C.O.P.S	183,838.19	32,293.61	98,502.30	117,629.50	32,180.73	15,187.23
280 County Park Bond	(149,084.19)	12,076.19	25,003.28	(162,011.28)		9,117.90
300 CAL Home	73,368.33	5,102.25	416.00	78,054.58	58.24	16.00
350 Street Lighting Fund	54,101.62	16,500.33	42,240.73	28,361.22	23.27	10,137.49
510 CDBG	(106,618.99)	234,825.56	156,902.00	(28,695.43)	40,109.00	24,381.05
515 Federal STPL	357,690.30	480.20	-	358,170.50	267.18	
610 Successor Agency	2,376,586.79	24,307.50	2,326,922.72	73,971.57	14,250.00	49,145.08
710 Youth Foundation	29,230.04	11,839.10	2,839.56	38,229.58	283.88	
720 Senior's Account	132.80	-	-	132.80		
730 Refuse Assessment	-	6,034.07	6,034.07	-		
	<u>10,238,257.07</u>	<u>2,699,072.91</u>	<u>7,268,019.59</u>	<u>5,669,310.39</u>	<u>652,150.87</u>	<u>1,187,642.72</u>
LAIF- CITY	7,170,945.82	9,527.13	1,900,000.00	5,280,472.95	4,854.20	
Wells Fargo	3,067,311.31	2,689,545.78	5,368,019.59	388,837.50	647,296.67	1,187,642.72
TOTAL	<u>10,238,257.13</u>	<u>2,699,072.91</u>	<u>7,268,019.59</u>	<u>5,669,310.45</u>	<u>652,150.87</u>	<u>1,187,642.72</u>

Total cash disbursements per October Demand and Payroll Reports

AP disbursements	915,247.44
Payroll - October 1, 2015	124,379.60
Payroll - October 15, 2015	79,955.14
Payroll - October 29, 2015	66,912.66
Add: Total Bank charges in October 2015	997.50
Add: Credit card charges	150.38
Total Cash Disbursements per October Cash & Investment Report	<u>1,187,642.72</u>

City of Cudahy
Summary of Cash Receipt/Disbursement by Month - FY2015

Date	All Funds	
	Cash Receipts	Disbursement
July 2014	720,490.40	923,923.80
August 2014	382,106.70	767,879.72
September 2014	1,424,972.65	3,160,792.70 (b)
October 2014	471,491.06	786,581.62
November 2014	421,325.22	691,734.37
December 2014	850,582.56	892,504.79
January 2015	3,491,089.91 (a)	1,051,651.89
February 2015	599,153.80	696,856.77
March 2015	862,605.62	2,192,685.05 (b)
April 2015	743,355.21	1,191,614.05
May 2015	2,482,941.72	1,275,339.77
June 2015	2,466,462.02 (a)	588,400.14
Total:	14,916,576.87	14,219,964.67

Note (a) - ROPS distribution from County included

Note (b) - ROPS payment included

Date	General Fund	
	Cash Receipts	Disbursement
July 2014	471,300.02	781,449.52
August 2014	260,467.68	611,378.49
September 2014	940,546.11	303,299.61
October 2014	292,356.65	626,514.92
November 2014	284,522.66	533,804.16
December 2014	357,716.42	704,427.61
January 2015	1,807,086.34 (1)	686,616.47
February 2015	361,051.74	261,378.22
March 2015	205,294.22	928,588.38
April 2015	368,848.22	619,116.39
May 2015	2,025,604.57 (2)	656,597.18
June 2015	214,465.92	284,937.60
Total:	7,589,260.55	6,998,108.55
Average Per Month:	632,438.38	583,175.71

Note (1) - bi-annual motor-vehicle-in-lieu included

Note (2) - bi-annual motor-vehicle-in-lieu and Prop A exchange included

Blank Page



Item Number 10E

STAFF REPORT

Date: December 14, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Consideration to Approve the Local Agency Investment Fund (LAIF) for the Month of October 2015**

RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of October 2015 in the amount of \$5,280,472.95.

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 John Chiang's administration.
3. On October 1, 2015, the balance in LAIF was \$5,275,618.75 (See Attachment).
4. On October 31, 2015, the balance in LAIF was \$5,280,472.95 (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."

The report in Attachment A, in conjunction with the Demands and Payroll including the Investment Report by Fund for the month of October 2015, demonstrates the sufficiency of funds available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

CONCLUSION

Once the City Council approves the October 2015 LAIF, the LAIF ending balance of \$5,280,472.95 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:	October 01, 2015	\$5,275,618.75
Ending Balance as of	October 31, 2015	\$5,280,472.95 =====

Blank Page



Item Number 10F

STAFF REPORT

Date: December 14, 2015

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

From: Jose E. Pulido, City Manager/Executive Director
By: Laura Valdivia, Interim City Clerk

Subject: **Consideration to Review and Approve the Draft Minutes of June 8, 2015, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency to the Cudahy Development Commission (Agency)**

RECOMMENDATION

The City Council is requested to review and approve the City Council / Agency draft minutes for June 8, 2015.

ATTACHMENT

June 8, 2015 Draft Minutes

MINUTES

**CUDAHY CITY COUNCIL REGUAR MEETING and
CITY OF CUDAHY AS SUCCESSOR AGENCY TO THE
CUDAHY DEVELOPMENT COMMISSION JOINT MEETING**

JUNE 8, 2015 6:30 P.M.

1. CALL TO ORDER

Mayor Markovich called the meeting to order at 6:32 p.m.

2. ROLL CALL

PRESENT: Council/Agency Member Garcia (arrived at 6:41 p.m.)
Council/Agency Member Guerrero
Council/Agency Member Sanchez
Vice Mayor/Vice Chair Hernandez
Mayor/Chair Markovich

ABSENT: None

ALSO PRESENT: City Manager Jose E. Pulido, City Attorney Rick Olivarez, Deputy City Clerk Victor Ferrer, Acting Community Development Director Michael Allen, Finance Director Steven Dobrenen and Acting Human Resources Specialist Jennifer Hernandez.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Markovich.

4. PRESENTATIONS

- A. A presentation was given on canvassing efforts by the Los Angeles County Department of Animal Care and Control for expired licenses and unregistered animals.
- B. A presentation was made by Librarian Jose Parra of the Cudahy Branch of the Los Angeles County Public Library announcing upcoming programs and services.
- C. A presentation was made on the Draft Fiscal Year 2015-16 City Budget by Finance Director Dobrenen.

City Council discussion ensued regarding the Lugo Park appropriation, excessive taxation, revenue enhancing opportunities, responsible expenditures; revenues and expenses, economic development and non-profits; grants, bringing fees up to par where they should be, bare bones budget, pension costs, employee wages, bringing up skill set in the community, partnering with non-profits and fundraising.

5. PUBLIC COMMENTS

Mayor Markovich announced this is the time set aside for citizens to address the City Council / Agency on matters relating only to items on the agenda.

Sandra Orozco thanked the School District for assisting her, commented on the stabbing of a three year old child and acknowledged the student who received a full scholarship to UC Davis.

Pamela Munguia stated she opposes overnight parking, citation fees and Agenda Item 9E.

Francisco Torres spoke on board and non-profit groups.

Carmen Hernandez stated she opposes the 15% increase.

Council Member Garcia departed the meeting at 7:21 p.m. and returned at 7:24 p.m.

Maria Varjas stated she opposes tax and citation increases.

Danamey Aguilar spoke in opposition to increases.

Felix Reyes stated he wants staff salaries reduced instead of increasing trash rates but is okay with the citation increase as long as it's fair.

Javier Flores spoke in opposition to trash rates and citation increases.

William Tejada spoke against Agenda Item 9E and opposes trash rate increase.

Elsa Ruano spoke regarding citations.

Everardo Navarro spoke on the trash rate increase, in opposition to Agenda Item 9E and new businesses.

Susie de Santiago spoke on business licenses for residential properties and better customer service regarding information being mailed out.

Patricia Covarrubias stated she does not agree with Agenda Item 9E.

Gloria Sandoval stated she disagrees with the trash rate increase.

Maria Rosas spoke regarding citations she has received.

Adelina Garcia spoke against the citation and trash rate increase.

With no one else wishing to speak, Mayor Markovich closed Public Comment.

6. CITY COUNCIL COMMENTS

Council Member Guerrero 1) announced he participated in Memorial Day events in various cities; 2) attended a scholarship awards banquet and encouraged parents to seek free educational opportunities offered by the Ivy League; 4) participated as the keynote speaker at

San Gabriel Valley breakfast with local elected officials; and 5) congratulated Ref Rodriguez as a new school board member.

Council Member Garcia 1) congratulated all 2015 Cudahy graduates; 2) announced the cyber twins born and raised in Boyle Heights will be presenting at the June 22 Council meeting; and 3) spoke on the difficult decisions Council has to make and encouraged the public to listen to Council debate.

Council Member Sanchez 1) stated there is a lot of graffiti throughout the City and asked staff to be proactive; and 2) addressed increase in fees before the Council and misinformation.

Vice Mayor Hernandez addressed statistics regarding parking citations and the reduction in revenues.

Mayor Markovich 1) announced he attended the Memorial Day event and a Southern California Latino Policy Forum, and 2) announced the Excide Plant closure and clean-up informative meeting on June 11th at 6:00 p.m. at Maywood Academy

Council Member Sanchez departed the meeting at 8:21 p.m. and returned at 8:26 p.m.

7. CITY MANAGER REPORT (information only)

City Manager Pulido reported on 1) balancing the budget, a cost recovery plan, strategic planning session on June 13th, the timing of one-time expenditures, the City's commitment to completing Lugo Park, and the FY 2015-16 Budget Public Hearing on scheduled for June 22nd at 6:30 p.m.; 2) staff working overtime on graffiti and the Sheriff is assisting to keep staff safe and avoid problems; 3) the graffiti vendor is working on color match which makes the City look cleaner; and 4) staff is tackling the tough issues one at a time but with only seven full time and 45 part time staff members there is not a lot that can be cut from the budget.

8. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

Motion: It was moved by Council Member Garcia, and seconded by Council Member Sanchez, to waive full text reading of all Resolutions and Ordinances by single motion. The motion carried unanimously.

Motion: It was moved by Council Member Garcia, and seconded by Council Member Sanchez, to move Item 12A up to this point on the agenda. The motion carried (3-1-0-1) by the following vote:

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

12A. Discussion on Citations/Fee Increase (Sanchez)

Council Member Sanchez addressed the differences in the new and old fee structure and stated this brings the fees back to what they were before.

Council Member discussion ensued regarding opposition to the parking citation fee increase; a parking citation appeals board; the appeals process being a separate item from the fees; last year's citation fee decrease resulted in the tripling of citations and the reduction of revenues;

citizens paying the price for people to break the law; Council making informed decisions; the need for a fee schedule and study; reduction in code enforcement staff; new fees are 30% below the surrounding areas; cost to outsource to third party vendor; and enforcement.

Motion: It was moved by Council Member Sanchez, and seconded by Vice Mayor Hernandez, to call for the question on Item 12A. The motion carried (3-1-0-1) by the following vote:

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

Motion: It was moved by Council Member Sanchez, and seconded by Council Member Garcia, to place on a future agenda the previous fee citation fee structure and compare to the new one, and provide analysis of impact of fee decrease to the City. The motion carried (3-0-0-2) by the following vote:

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

9. CONSENT CALENDAR

Council Member Guerrero pulled Item Nos. 9A, 9B and 9E for further discussion

Motion: It was moved by Vice Mayor Hernandez, and seconded by Council Member Garcia to approve Consent Calendar Item Nos. 9C and 9D. The motion carried (4-0-0-1) by the following roll call vote.

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

- C. Approval of a First Amendment to the Professional Services Agreement with HR Dynamics & Performance Management for human resources consulting services.
- D. Approval of a Second Amendment to the Professional Services Agreement with HR Dynamics & Performance Management for professional management consulting services.

CONSENT CALENDAR PULLED ITEMS

Item No. 9A was pulled by Council Member Guerrero for further discussion.

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

The staff report was presented by Finance Director Dobrenen.

Council Member Guerrero asked about the reporting cycle and bank reconciliation timeframe.

Motion: It was moved by Council Member Garcia, and seconded by Mayor Markovich to approve the Demands and Payroll in the Amount of \$1,191,614.05 including Cash and Investment Report by Fund for the month of April 2015. The motion carried (4-0-0-1) by the following roll call vote.

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

Item No. 9B was pulled by Council Member Guerrero for further discussion.

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

The staff report was presented by Finance Director Dobrenen.

City Council discussion ensued regarding the recurring theme of disbursements exceeding receipts; alternative investment vehicle to the LAIF; clarification on the agenda item; providing the public with a one page snapshot explaining the item; and reference to the City policy on investments.

Motion: It was moved by Council Member Garcia, and seconded by Council Member Sanchez to approve as recommended. The motion carried unanimously.

Item No. 9E was pulled by Council Member Guerrero for further discussion.

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

The staff report was presented by Acting Human Resources Specialist Hernandez.

City Council discussion ensued regarding concern over merit pay increases and other clauses as they pertain to the City Manager and appointed officials who have employment agreements in place; employees' rights to collective bargaining; and this being a routine matter keeping the City in compliance with state law.

City Attorney Olivarez responded that currently the City Manager has a contract in effect and any amendment would need to be brought before the City Council and voted on.

Motion: It was moved by Mayor Markovich, and seconded by Vice Mayor Hernandez to adopt Resolution No. 15-20. The motion carried (4-1) by the following roll call vote.

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

10. PUBLIC HEARING

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

The staff report was presented by Finance Director Dobrenen.

City Council discussion ensued regarding revisiting the evergreen clause in the agreement; future rate negotiation; the City inheriting the contract including the evergreen clause; monthly increase comes out to 35 cents for residents and 20 cents for commercial, and the last increase was three years ago,

Mayor Markovich opened the public hearing and asked for public comment.

Patricia Covarrubias spoke against increase.

Lilia Ramirez spoke on the issue of minimum wage and impact on families.

Mayor Markovich recessed the meeting at 9:22 p.m. for a short break and reconvened at 9:30 p.m.

Rosario Pacheco spoke on parking permits and tickets.

Trinidad Guillen spoke against trash rate increase and parking tickets.

Carmen Hernandez stated she disagrees with the rate increases.

Felix Reyes spoke against the trash rate increase and asked that the City request more from the trash hauler.

Adelina Garcia stated she disagrees with trash rate increases.

Victor Markovich asked that and asked that people who are taking recyclables be cited instead of raising rates.

City Attorney Olivarez cited section 4.3.3 of the agreement stating Consolidated did provide the required notice under the state health and safety code.

Elizabeth Martinez representing Republic stated they are working hard on the bulky item pick up and will reach out to the residents.

There being no further public comments, Mayor Markovich closed the public hearing.

Motion: It was moved by Council Member Sanchez, and seconded by Council Member Garcia, to adopt Resolution No. 15-21 and receive and file the request from Consolidated Disposal Service, LLC, to increase fees for the handling of solid waste and recyclable materials against residential properties and commercial customers within the City. The motion carried (4-0-0-1) by the following roll call vote.

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

11. CITY COUNCIL BUSINESS SESSION

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

The staff report was presented by Acting Community Development Director Allen.

Council Member Garcia departed the meeting at 9:56 p.m. and returned at 10:00 p.m.

City Council discussion ensued regarding major overhaul of the municipal code; problems with lack of documentation; fine tuning the program through data analysis; problems with registration not matching the ID; support for exceptions and providing three day permits for emergencies; easing requirements and possibly implementing a daily permit program; extending the pilot program; and recommendation for monthly installment payments instead of lump sum.

Motion: It was moved by Mayor Markovich, and seconded by Council Member Sanchez, to 1) modify the current structure to make it easier on residents; 2) extend the pilot program to June 30 2016; 3) add a three day emergency pass per month; and 4) add an exception on an incremental basis to reconcile proof of residency with a utility or credit card bill. The motion carried (4-0-0-1) by the following roll call vote.

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

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

The staff report was presented by Finance Director Dobrenen.

Mayor Markovich departed the meeting at 10:10 p.m. and returned at 10:13 p.m.

City Council discussion ensued regarding concerns with language allowing the purchasing officer to authorize spending up to \$10,000; clarification on City Manager threshold; proposed threshold is for larger cities than Cudahy; agree with streamlining the process but \$50,000 is too high; and City Council oversight.

Motion: It was moved by Vice Mayor Hernandez, and seconded by Council Member Guerrero to introduce Ordinance No. 649 by first reading with a change of cutting the proposed thresholds in half. The motion carried (3-1-0-1) by the following roll call vote.

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

12. COUNCIL DISCUSSION

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

Council Member Garcia requested that staff bring this item back to the City Council for formal consideration.

C. Discussion on Rental Property License Permit and Outstanding Fees (Sanchez)

This item was tabled to the next City Council meeting.

D. Discussion on Reassignment of Council Members and Committees/Boards (Hernandez)

Motion: It was moved by Council Member Sanchez, and seconded by Council Member Garcia, to direct staff to bring this item back for formal consideration by the City Council. The motion carried by consensus.

13. ORAL COMMUNICATIONS (Closed Session)

Mayor Markovich announced that public comment is now open and limited to closed session items and the time limit on each speaker is three (3) minutes.

With no members of the public wishing to speak, Mayor Markovich closed oral communications.

Council Member Guerrero departed the meeting at 10:30 p.m.

14. RECESS TO CLOSED SESSION

Mayor Markovich recessed the City Council / Agency meeting to Closed Session at 10:31 p.m. and City Attorney Olivarez read into the record the titles of the Closed Session Agenda Items as follows:

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

15. CLOSED SESSION ANNOUNCEMENT

City Attorney Olivarez reported that with regard to:

Item 14A, the City Council received a briefing and no final action was taken;

Item 14B, the City Council received a briefing, direction was given and no final action was taken. Council Member Garcia abstained from this item.

Item 14C, the City Council received a briefing, direction was given and no final action was taken; and

Item 14D, the City Council received a briefing from legal counsel and no final action was taken.

16. PUBLIC COMMENT

Mayor Markovich announced this is the time set aside for citizens to address the City Council / Agency on any matter under the City's jurisdiction.

Kimberly Ortega spoke on the Excide Plant closure and clean-up meeting on June 11th at 6:00 p.m. at Maywood Academy and urged the Council and public to attend.

17. ADJOURNMENT

A motion was made by Vice Mayor Hernandez and seconded by Mayor Markovich to adjourn the City Council / Agency meeting at 11:09 p.m. to the Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Monday, June 22, 2015 at 6:30 p.m.

Cristian Markovich
Mayor

ATTEST:

Laura Valdivia
Interim City Clerk

APPROVED:



Item Number 10G

STAFF REPORT

Date: December 14, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Michael Allen, Acting Community Development Director
Subject: **Consideration to Receive and File Aging and Senior Citizen Commission Minutes; Public Safety Commission Minutes; Planning Commission Minutes; and Parks and Recreation Commission Minutes**

RECOMMENDATION

The City Council is requested to receive and file the minutes for the:

1. Aging and Senior Citizen Commission meeting of October 12, 2015;
2. Public Safety Commission meeting of October 13, 2015;
3. Planning Commission meeting of October 19, 2015; and
4. Parks and Recreation Commission meeting of October 23, 2015.

BACKGROUND

1. On October 12, 2015, the Aging and Senior Citizen Commission held their regularly scheduled meeting.
2. On October 13, 2015, the Public Safety Commission held their regularly scheduled meeting.
3. On October 19, 2015, the Planning Commission held their regularly scheduled meeting.
4. On October 23, 2015, the Parks and Recreation Commission held their regularly scheduled meeting.

ANALYSIS

Below are the summaries for various City Commission meetings held in October 2015.

1. Aging and Senior Citizen Commission: Following is a summary of actions taken at the October 12, 2015 meeting:

Members Present:

Commissioner Cornejo
Chairperson Pro-Tem Pena
Chairperson Covarrubias
Commissioner Gessner

Business Session:

- 4A. A request to approve the minutes of the Regular Aging and Senior Commission meeting held Monday, September 14, 2015.

Motion to approve by Chairperson Covarrubias, seconded by Chairperson Pro-Tem Pena. Approved by unanimous vote.

- 4B. Presentation by the South Bay Health and Insurance Services (SBHIS) regarding an ice cream social.

Receive and file.

- 4C. Halloween Event Update.

Receive and file.

2. Public Safety Commission: Following is a summary of actions taken at the October 13, 2015 meeting:

Members Present:

Commissioner Cardonne
Commissioner Cruz
Chairperson Pro-Tem Carrera

Members Absent:

Chairperson Parrish

Business Session:

- 4A. September monthly report from the Volunteers on Patrol.
Motion to receive and file by Commissioner Cardonne, seconded by Commissioner Cruz. Approved by unanimous vote.
- 4B. September monthly report from the L.A. County Sheriff's Department.
Motion to receive and file by Commissioner Cruz, seconded by Commissioner Cardonne. Approved by unanimous vote.
- 4C. September monthly report from Code Enforcement Department.
Motion to receive and file by Commissioner Cardonne, seconded by Commissioner Cruz. Approved by unanimous vote.
- 4D. A request to approve the minutes of the regular Public Safety Commission Meeting held on September 8, 2015.
Motion to receive and file by Commissioner Cruz, seconded by Commissioner Cardonne. Approved by unanimous vote.

3. Planning Commission: Following is a summary of actions taken at the October 19, 2015 meeting:

Members Present:

Commissioner Alcantar
Commissioner Corvera-Hernandez
Commissioner de Santiago
Commissioner Mendoza
Commissioner Fuentes

Business Session:

- 8A. A request to approve the minutes of the Regular Planning Commission meeting held on August 17, 2015.

Motion to approve made by Commissioner Alcantar, seconded by Commissioner Mendoza. Approved by a unanimous vote.

9A. Updates/Highlights on the General Plan and Strategic Growth Council Sustainable Communities Planning Grant.

Receive and file.

4. Parks and Recreation Commission: Following is a summary of actions taken at the October 23, 2015 meeting:

Members Present:

Commissioner Chavez

Commissioner Cruz

Chairperson Pro-tem Ortega

Chairperson Cuevas

Absent:

Commissioner Aguilera

Business Session:

5A. A request to approve the minutes of the Regular Parks and Recreation Commission meeting held on September 25, 2015.

Motion to approve item 4A made by Chairperson Cuevas, seconded by Chairperson Pro-tem Ortega. Approved by unanimous voice vote.

5B. Discussion Item – Cudahy Youth Foundation.

Motion to receive and file made by Chairperson Pro-tem Ortega, seconded by Chairperson Cuevas. Approved by unanimous voice vote.

5C. Discussion Item – Cudahy Youth Foundation Snack Bar.

Motion to receive and file made by Chairperson Pro-tem Ortega, seconded by Commissioner Cuevas. Approved by unanimous voice vote.

5D. Discussion Item – Fireworks Stand.

Motion to receive and file made by Chairperson Pro-tem Ortega, seconded by Commissioner Cuevas. Approved by unanimous voice vote.

5E. Create Policy – Subsidized sports registration fees for Cudahy Youth.

Motion to table item made by Chairperson Pro-tem Ortega, seconded by Commissioner Cuevas. Approved by unanimous voice vote.

CONCLUSION

The City Council is requested to receive and file this report.

FINANCIAL IMPACT

None.

ATTACHMENTS

- A. Minutes of the Aging and Senior Citizen Commission, October 12, 2015
- B. Minutes of the Public Safety Commission, October 13, 2015
- C. Minutes of the Planning Commission, October 19, 2015
- D. Minutes of the Parks and Recreation Commission, October 23, 2015

MINUTES

Aging and Senior Citizen Commission
A Regular meeting held at Leo P. Turner
4835 Clara Street, Cudahy, CA 90201
Monday, October 12, 2015 - 2:00pm

1. Chairperson Covarrubias called the meeting to order at 2:01 p.m.

2. ROLL CALL

Present: Commissioner Cornejo
Chairperson Pro-Tem Pena
Chairperson Covarrubias
Commissioner Gessner

Pledge of Allegiance was led by Chairperson Covarrubias

3. PUBLIC COMMENT

Chairperson Covarrubias announced that this was the time set aside for citizens to address the Senior Commission matters relating to Commission business.

Hearing no speakers Chairperson Covarrubias ordered the session closed.

4. BUSINESS SESSION

- 4A.** A request to approve the minutes of the Regular Aging and Senior Commission meeting held on Monday, September 14, 2015.

Motion to approve item 4A made by Chairperson Covarrubias, seconded by Chairperson Pro-Tem Pena, approved by unanimous voice vote.

- 4B.** South Bay Health and Insurance Services (SBHIS) ice cream social

SBHIS would like to set up a table to give information regarding their insurance company and give free ice cream. Staff member Dulce recommended that the commission give direction to staff to contact SBHIS to schedule social.

Commissioner Gessner requested that permission be given to staff to contact SBHIS to schedule ice cream social.

- 4C.** Halloween Event update

Copies of event fliers were given to the commissioners.

Senior Halloween Party is scheduled for October 30, 2015 from 10:00 am – 1:30 pm. At the same time October birthdays will be celebrated. Items that were approved for purchase for the event: decorations, table covers if needed, cake, plates, forks, napkins, \$50 for music, 150 candy bags and candy.

Commissioner Gessner stated that Gilbert from Apple Care is supplying music for the event.

Staff member Dulce Aguilera informed commission of City Halloween events scheduled. Halloween Movie Night on October 23, 2015 from 6:00 pm – 10:00 pm. The movie scheduled is the “Book of Life”.

Halloween Family Dance on October 16, 2015 at Lugo Teen Center from 6:00 pm – 9:00 pm.

Halloween Carnival held at Clara Expansion Park on October 30, 2015 from 6:00 pm – 9:00 pm.

5. COMMISSION BUSINESS

Commissioner Gessner requested that staff contact the office of Congresswomen Lucille Roybal-Allard and invite her to the Senior Christmas party on December 18, 2015.

Commissioner Cornejo requested that staff look into scheduling a trip to Newport Beach Christmas boat lighting event.

Chairperson Covarrubias requested an update on all events and trips scheduled for November and December.

Chairperson Covarrubias requested that maintenance be done to the ceiling at Turner hall. Leaking is causing damage to ceiling tile.

Chairperson Covarrubias requested that a change to the time of the Aging and Senior Citizen Commission meeting be added to the next agenda.

6. ADJOURNMENT

Hearing no objections Chairperson Covarrubias ordered the meeting to be adjourned.

The regular meeting of the Senior and Aging Commission meeting was adjourned at 2:26 p.m. on Monday, October 12, 2105 in Leo P. Turner, 4835 Clara Street, Cudahy, California 90201

PASSED, APPROVED AND ADOPTED this 9th day of November 2015

Chairperson Covarrubias

ATTEST:

Commission Recorder
Dulce Aguilera

MINUTES
CUDAHY PUBLIC SAFETY COMMISSION
A Regular Meeting to be held in the City Council Chambers
5240 Santa Ana Street, Cudahy, California
Tuesday- October 13, 2015 – 5:00 P.M.

1. CALL TO ORDER

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

2. ROLL CALL

MEMBERS PRESENT: Commissioner Cardonne
Commissioner Cruz
Chairperson Pro Tem Carrera

MEMBER ABSENT: Chairperson Parrish

Pledge of Allegiance was led by Chairperson Pro Tem Carrera.

STAFF PRESENT: Commission Liaison Raul Mazariegos and Acting Community Development Director Michael Allen.

3. PUBLIC COMMENT

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

Hearing no speakers, Chairman Pro Tem Carrera closed public comment.

4. BUSINESS SESSION

4A. September monthly report from The Volunteers on Patrol.
(Verbal Report)

Recommendation: Motion to receive and file the September report.

Commission Liaison Mazariegos noted that Mr. Esquivel is currently volunteering at the swapmeet.

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

Ayes: Commissioners Cardonne, Cruz, and Chairperson Pro Tem Carrera
Noes: None

MINUTES
PUBLIC SAFETY COMMISSION
Tuesday, October 13, 2015
Page 2

Abstention: None
Absent: Chairperson Parrish

4B. September monthly report from L.A County Sheriff's Department.
(Report attached)

Recommendation: Motion to receive and file the September report.

Gonzalez provided a brief report.

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

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

4C. September monthly report from Code Enforcement Department.
(Report attached)

Recommendation: Motion to receive and file the September report.

Code Enforcement Officer Raul Mazariegos provided a report on the item.

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

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

4D. A request to approve the minutes of the regular Public Safety Commission Meeting held on September 8, 2015. **(Minutes attached)**

Recommendation: Motion to approve the minutes for the September 8, 2015 meeting.

MOTION: Commissioner Cruz moved the motion to approve item 4D. Motion was seconded by Commissioner Cardonne which carried with the following voice vote:

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

5. COMMISSION BUSINESS

MINUTES
PUBLIC SAFETY COMMISSION
Tuesday, October 13, 2015
Page 3

Commissioner Cardonne spoke of people parking illegally on Walnut Street because of the lack of parking. He asked how he can get in contact with parking enforcement.

Interim Community Development Director Michael Allen responded and advised to report it through the City's website or they can call the parking enforcement hotline and leave a detail message.

Chairperson Pro Tem Carrera spoke of his participation at the neighborhood watch.

Mr. Allen provided an update on the emergency preparedness plan.

Commissioner Cardonne inquired about the casino.

Mr. Allen responded to his inquiry.

Chairperson Pro Tem Carrera adjourned the meeting at 5:20 p.m.

6. ADJOURNMENT

I, Raul Mazariegos, Commission Liaison, certify that the foregoing minutes were approved by the Public Safety Commission at a regular meeting held on November 10, 2015.


Chairperson


Liaison

MINUTES
CUDAHY PLANNING COMMISSION
A regular Meeting to be held in the City Council Chambers,
5240 Santa Ana Street, Cudahy, California,
Monday, October 19, 2015 – 6:00 P.M.

1. CALL TO ORDER

Acting Community Development Director, Michael Allen called the meeting to order at 6:08 p.m.

Acting Community Development Director, Michael Allen stated that due to the appointment and reappointment of new commissioners the Planning Commission currently does not have a Chair and therefore, he will lead the meeting.

Planning Technician, Didier Murillo administered the Oath of Office to appointed and reappointed commissioners.

2. ROLL CALL

Present: Commissioner Alcantar
 Commissioner Corvera-Hernandez
 Commissioner de Santiago
 Commissioner Mendoza
 Commissioner Fuentes

Staff Present: Acting Community Development Director, Michael Allen
 Planning Technician, Didier Murillo

3. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Commissioner Fuentes.

4. PRESENTATIONS

Request the Secretary to administer the Oath of Office to appointed and reappointed commissioners.
(This item was moved to the beginning of the agenda prior to roll call and the pledge of allegiance)

5. PUBLIC COMMENT

Acting Community Development Director, Michael Allen announced that this was the time set aside for citizens to address the Planning Commission on matters relating to Commission business. When addressing the Commission please speak into the microphone and voluntarily state your name and

address. **Each person will be allowed to speak only once and will be limited to five (5) minutes.** The proceedings of this meeting are recorded on audio CD.

Acting Community Development Director, Michael Allen opened the public comment.

Having no speakers, Acting Community Development Director, Michael Allen closed the public comment.

6. WAIVE FULL READING

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

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

MOTION: Commissioner Alcantar moved the motion to approve item 6A, motion seconded by Commissioner de Santiago which carried with the following roll call:

Ayes: Commissioner Alcantar, Commissioner Corvera-Hernandez, Commissioner de Santiago, Commissioner Mendoza, Commissioner Fuentes.

Noes: None

Abstention: None

Absent: None

Motion Approved

7. PUBLIC HEARING

None.

8. BUSINESS SESSION

A. A request to approve the minutes of the Regular Planning Commission meeting held on August 17, 2015.

(Minutes attached)

***Recommendation:** Staff recommends Planning Commission to approve the minutes of the regular Planning Commission meeting held on August 17, 2015.*

MOTION: Commissioner Alcantar moved the motion to approve item 8A, motion seconded by Commissioner Mendoza which carried with the following roll call:

Ayes: Commissioner Alcantar, Commissioner Corvera-Hernandez, Commissioner de Santiago, Commissioner Mendoza.
Noes: None
Abstention: Commissioner Fuentes
Absent: None
Motion Approved

9. COMMISSION BUSINESS

A. Updates/Highlights on the following topics:

- General Plan Updates, efforts to date;
- Outreach efforts from the University of California Los Angeles (UCLA) and From Lot to Spot (FLTS) pertaining to the Sustainable Communities Planning Grant.

Planning Technician, Didier Murillo gave a brief presentation on the topics mentioned above. During the presentation, the Planning Commission engaged with staff in a series of clarifying questions and answers which included the following:

Commissioner Corvera-Hernandez asked if the General Plan that is found online is the 2010 version. Planning Technician, Didier Murillo stated yes. He elaborated that the current 2010 General Plan only includes updated information and not a comprehensive update from the 1992 General Plan.

Commissioner Fuentes inquired about the grant funding that has been awarded to the City of Cudahy and if Cudahy is one of the only cities in the southeast region who received such funding. Acting Community Development Director, Michael Allen stated that grant applications are state wide and are highly competitive. Cudahy is one of hundreds of cities that apply for grant funding. Typically, larger jurisdictions submit multiple applications but since Cudahy is a smaller, short staffed jurisdiction, the city only submits one application at a time. Cudahy has been one of few cities in the southeast area who has received grant funding in recent years.

Commissioner Alcantar asked if staff knew when the latest HSIP grant award will be announced. Acting Community Development Director, Michael Allen stated that cities will find out who will receive funding by the end of this calendar year (2015).

Commissioner Corvera-Hernandez asked when a report will be provided on MIG's General Plan Update findings. Acting Community Development Director, Michael Allen stated that MIG is currently finalizing the upcoming calendar year which will include presentations, stakeholder meetings, General Plan Advisory Committee (GPAC) meetings, resident outreach, etc. At this point MIG is purely in the data collection phase. A report won't be provided anytime soon; however, the Planning

Commission will act as a recommending body to City Council. Documents will be provided to Planning Commission in the future before anything gets adopted by City Council. Traditionally all the work that is needed for a General Plan Update takes place within the course of two years. Cudahy is condensing this General Plan Update project within one year. The upcoming year will be busy and a lot of information will be prepared and eventually presented to the Planning Commission.

Commissioner Fuentes made a comment regarding impact fees and developing a good neighbor policy. Acting Community Development Director, Michael Allen added that the City of Cudahy has not required any impact fees in the history of the city and that is a reason why the city lacks parks space, and has an overtaxed infrastructure (sewer/water).

Acting Community Development Director, Michael Allen urged the Planning Commissioners to visit the City's website, especially the tab regarding the General Plan Update. This particular tab contains a lot of up to date information and dates pertaining to the General Plan Update efforts. Further, he asked the Planning Commissioners to please provide him with any additional feedback on how to better improve that section of the City's website.

Commissioner Corvera-Hernandez asked if any of the awarded grants will improve the City's sewer system. Acting Community Development Director, Michael Allen stated that no grants are currently for the improvement of the City's sewer system but that will be a great next step. Per the Housing Element Update, the City's sewer system as reported by the County are operating at status quo and don't require improvements. However, the General Plan Update might surface additional information regarding the state of the City's sewer system to be used in pursuing grant funding in the future.

Commissioner de Santiago stated that a couple weeks ago the City experienced a power-outage and it affected the water system. Commissioner de Santiago wanted to know who is responsible in making sure that a backup generator is set in place for such situations. Acting Community Development Director, Michael Allen stated that the water companies are the responsible party which acts independently of the City. Commissioner de Santiago further stated that one of the water companies is not very receptive or open to provide information and would like to know who else she can ask for information pertaining to water agency issues. Acting Community Development Director, Michael Allen stated that there is an agency that oversees the water companies which he didn't recall at the moment and he will provide that contact at a later date.

Commissioner de Santiago asked if there is an approximate timeline as to when the Community will be able to see any changes implemented in the City as a result of the grants that were awarded. The Planning Commission knows of upcoming projects due to the meetings; however, the general public and community aren't really aware. Acting Community Development Director, Michael Allen provided some information on the grant process. When a grant is awarded they are typically programmed for a few years in the future (2-4 years). There's a series of documents that must be completed/submitted to the State before any physical work can begin. Planning Technician, Didier Murillo stated that the HSIP grant which funded the improvements along Atlantic Avenue will be one of the first improvements that the Community will be able to see in mid/late 2016.

Commissioner Mendoza stated that staff has mentioned that one of the main issues is water quality and availability in the City and wanted to ask why the City hasn't focused on this issue. Acting Community Development Director, Michael Allen stated that funding is tough and not a lot of funding is available for it. As of recent, there are some new funding sources that the City has just become aware of. Part of the issue why the City hasn't focus on Grant funding for water issues is due to the lack of data needed to apply for grants. Improvements to the water lines are needed but the City is not responsible for such improvements since those lines are maintained by the water companies in the City. The City would love to pursue grants for water issues but the City needs to partner with the water companies since they are responsible for the water lines and they need to be onboard with improvements.

Commissioner Alcantar inquired if there is any way that the City can advocate for water companies to partner with the City to improve water quality. Possibly, the City can reach out to Assembly Members or the Planning Commission as a whole can reach out to Assembly Members.

Commissioner Fuentes stated that the City is fortunate in having communication with the Assembly Member and State Senator who have leadership roles in Sacramento. Assembly Member Rendon is one of the leaders in water issues; he will be a great resource.

Community Development Director, Michael Allen stated that two of the water companies in the City are regulated and controlled by the residents that are property owners. Commissioner Corvera-Hernandez stated that the previous City Manager is the president of one of the water companies. Community Development Director, Michael Allen stated that the City doesn't have a line of communication with him. On a regular basis the City deals with the field manager who pulls permits on a regular basis for an upgrade that is taking place. Unfortunately, the upgrade won't be completed any time soon, but it will help the water system as a whole. Furthermore, Staff conducted a survey during the Housing Element update and discovered that both of the companies in the City are operating at capacity and need to either drill a new water well or purchase water from surrounding sources.

Community Development Director, Michael Allen stated that for future reference any discussion of particular items must be put on the agenda. All the topics discuss at this particular meeting reflect issues related to the General Plan Update.

Commissioner Fuentes asked if it would be possible to have all commissioners give a brief introduction of who they are, how long they've lived in the City and why they are Planning Commissioners. All commissioners proceeded to give a brief introduction.

10. ADJOURNMENT

The regular meeting of the Cudahy Planning Commission was adjourned at 6:57 p.m. August 17, 2015 in the City Council Chambers, 5240 Santa Ana St., Cudahy, California.

PASSED AND APPROVED, this 16th Day of November 2015



FUENTES
Chairperson

ATTEST:



Didier Murillo,
Planning Technician

MINUTES

Cudahy Parks and Recreation Commission,
Cudahy Youth Foundation (CYF)
A Regular meeting held in the Council Chambers,
5220 Santa Ana St, Cudahy, CA 90201
Friday, October 23, 2015 - 6:00pm

1. Commission Secretary called the meeting to order at 6:02 p.m.

2. ROLL CALL

Present: Commissioner Chavez
Commissioner Cruz
Chairperson Pro-Tem Ortega
Chairperson Cuevas

Absent: Commissioner Aguilera

Pledge of Allegiance was led by Commission Secretary

3. PRESENTATION

A. reorganization of the parks and recreation commission and selection of chairperson and chairperson pro-tem.

Recommendation: It is recommended that the parks and Recreation Commission select from amongst its members a Chairperson and Chairperson Pro Tem.

Commission Secretary opens the selection for Chairperson.
Commissioner Ortega Nominates Commissioner Cuevas.
Commissioner Cruz Nominates himself.
Commissioner Cuevas Nominates himself.
City Clerk Closes the Selection for Chairperson.

Commissioner Ortega motioned to nominate Commissioner Cuevas for Chairperson;
Commissioner Cuevas seconded the motion, which carried with the following voice vote:

Ayes: Commissioner Chavez, Cruz, Cuevas, Ortega

Noes:

Abstention: None

Commission Secretary opens the selection for Chairperson Pro Tem.
Chairperson Cuevas Nominates Commissioner Ortega.
Commissioner Ortega Nominates Commissioner Cruz.
Commissioner Chavez Nominates Commissioner Chavez
City Clerk Closes the Selection for Chairperson.

Commissioner Ortega motioned to nominate herself for Chairperson Pro Tem, Chairperson Cuevas seconded the motion, which carried with the following voice vote:

Ayes: Commissioner Chavez, Cruz, Cuevas, Ortega

Noes:

Abstention: None

4. PUBLIC COMMENT

Chairperson Cuevas announced that this was the time set aside for citizens to address the Parks and Recreation Commission/Foundation on matters relating to Commission/Foundation business.

Hearing no speakers Chairperon Cuevas ordered the session closed.

5. BUSINESS SESSION

5A. A request to approve the minutes of the Regular Parks and Recreation meeting held on Friday, September 25, 2015

Motion to table item 4A made by Chairperson Cuevas, seconded by Chairperson Pro-Tem Ortega, approved by unanimous voice vote.

5B. Discussion Item - Cudahy Youth Foundation.

Commission secretary provided basic information regarding the Cudahy Youth Foundation.

Motion to receive and file item 5B made by Chairperson Pro-Tem Ortega, seconded by Chairperson Cuevas, approved by unanimous voice vote.

5C. Discussion Item - Cudahy Youth Foundation Snack Bar.

Commission secretary gave a brief description of the snack bars, and what he expects of the board in regards to generating funds for the CYF

Motion to receive and file item 5C made by Chairperson Pro-Tem Ortega, seconded by Commissioner Cuevas, approved by unanimous voice vote

5D. Discussion Item - Firework stand

Commission secretary let the new commission know that it was their responsibility to manage the firework stand. That in the upcoming meetings items in regards to the firework stand will be placed in the agenda.

Motion to receive and file item 5D made by Chairperson Pro-Tem Ortega, seconded by Commissioner Cuevas, approved by unanimous voice vote

5E. Create Policy - Subsidizing sports registration fees for Cudahy youth.

Commission decided to table the item for the next meeting.

Motion to table and file item 5E made by Chairperson Pro-Tem Ortega, seconded by

Commissioner Cuevas, approved by unanimous voice vote

5. COMMISSION/CYF BUSINESS

Chairperson Cuevas would like to add an item to the agenda for the next upcoming meeting regarding the time change for the meeting. He would also like to order business cards for all commissioners.

Commissioner Cruz would like to hold more events i.e. music, community gardens. He would also like to bring WIFI to all the parks.

Commission also mention the possibility of changing the website, since it's not up to par with other City's

6. ADJOURNMENT

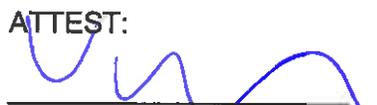
Hearing no objections Commissioner ordered the meeting to be adjourned.

The Regular meeting of the Cudahy Parks & Recreation Commission was adjourned at 6:37p.m. on Friday, October 23, 2015 in the Council Chambers, 5220 Santa Ana St, Cudahy, California 90201

PASSED, APPROVED AND ADOPTED this 30 day of November 2015

Chairperson Cuevas

ATTEST:



Commission Recorder
Victor Santiago

MINUTES

Cudahy Parks and Recreation Commission,
Cudahy Youth Foundation (CYF)
A Regular meeting held in the Council Chambers,
5220 Santa Ana St, Cudahy, CA 90201
Friday, September 25, 2015 - 6:00pm

1. Chairperson Covarrubias called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Chairperson Covarrubias
Chairperson Pro-Tem Venegas
Commissioner Reyes
Commissioner Rodriguez

Absent: Commissioner Ortega

Pledge of Allegiance was led by Commission Secretary

3. PUBLIC COMMENT

Chairperson Covarrubias announced that this was the time set aside for citizens to address the Parks and Recreation Commission/Foundation on matters relating to Commission/Foundation business.

Hearing no speakers Chairperon Covarrubias ordered the session closed.

4. BUSINESS SESSION

4A. A request to approve the minutes of the Regular Parks and Recreation meeting held on Friday, August 28, 2015

Motion to approve item 4A made by Chairperson Covarrubias, seconded by Commissioner Reyes, approved by unanimous voice vote.

4B. Discussion Item - Covered California Enrollment & Health Resource Fair snack bar.

Commission secretary advise the commission of the health fair and an opportunity to open the snack bar to generate revenue for the Youth Foundation.

Motion to receive and file item 4B made by Chairperson Covarrubias, seconded by Chairperson Pro-Tem Venegas.

4C. Discussion Item - October Recreation Events.

Commission secretary let the commission know of the October events, (i.e. Teen Dance, Halloween movie night, Halloween Carnival) and would like the commission to be present at all the events and represent the Commission. Commission secretary also let them

know about the same opportunity to open the snack bar to generate revenue for the Youth Foundation.

Motion to receive and file item 4B made by Chairperson Covarrubias, seconded by Commissioner Reyes.

5. COMMISSION/CYF BUSINESS

Commissioner Felix requested to have the lights turned on at Lugo Park by 6:30 p.m. The lights were turning on at 7:45, and it was already dark by the time they turned on.

Chairperson Covarrubias would like an update on the restrooms in Clara Park (Turner hall) for the next commission meeting. The update would in regards to replacing all the sinks in the men's and women's restrooms.

Commissioner Rodriguez would like to know if the CYF currently has a policy on grants/scholarship - Would like an update on the next meeting.

6. ADJOURNMENT

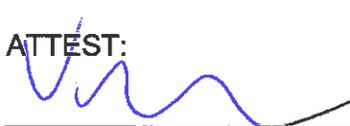
Hearing no objections Commissioner ordered the meeting to be adjourned.

The Regular meeting of the Cudahy Parks & Recreation Commission was adjourned at 6:43p.m. on Friday, September 25, 2015 in the Council Chambers, 5220 Santa Ana St, Cudahy, California 90201

PASSED, APPROVED AND ADOPTED this 30 day of November 2015

Chairperson Cuevas

ATTEST:



Commission Recorder
Victor Santiago



Item Number 10H

STAFF REPORT

Date: December 14, 2015

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

From: Jose E. Pulido, City Manager/Executive Director
By: Jessica Balandran, Senior Administrative Analyst

Subject: **Consideration to Adopt a Proposed Resolution Supporting and Advocating for the Earned Income Tax Credit (EITC) and Volunteer Income Tax Assistance (VITA) Program**

RECOMMENDATION

The City Council is requested to adopt a proposed resolution (Attachment A) supporting and advocating for the Federal and State Earned Income Tax Credit (EITC) and Volunteer Income Tax Assistance (VITA) programs.

BACKGROUND

On October 1, 2015, Vice Mayor Christian Hernandez received correspondence from the Chairman of the California State Board of Equalization, Jerome E. Horton, encouraging the City Council to help in advocating the EITC and the VITA Program to qualified families and individuals through the adoption of a resolution.

ANALYSIS

As tax season near, the Internal Review Service (IRS) remind us that an estimated 15% to 25% of the EITC goes unclaimed by low-income workers every year. Unknowingly, many of the eligible low-income families in our community do not know the EITC tax credit exists or they are using paid tax preparers to claim the credit. According to the IRS, about 67% of EITC recipients use paid tax preparers, which decreases the amount of net credit they receive.

Working families within the City may be entitled to upward of \$18,000 in state and federal refundable and non-refundable tax credits, grants, and a variety of family resources. These constituents may also be entitled to a share of billions in services, such as affordable housing, telephone services, low-cost auto insurance and other educational and money-saving products.

The Chairman of the California State Board of Equalization, Jerome E. Horton, has partnered with the Board of Equalization, Franchise Tax Board, and Internal Revenue Service to provide qualified individuals with free income tax preparation and other community services. The event is called *Free Income Tax Preparation and Family Resource Fair* as part of the VITA program (Attachment B).

The VITA program is committed to increasing the number of low-income families and individuals who claim EITC and receive their income tax refunds. A list of preliminary 2016 free income tax preparation and family services events is attached (Attachment C).

The City will receive sample notices and announcements to send to notify residents of these valuable resources. This year, qualified taxpayers who earn less than \$53,267 may be eligible to receive a maximum of \$6,242 in federal EITC. On the state level, qualified taxpayers who earn less than \$13,870 may be eligible to receive a maximum of \$2,653 in state EITC.

CONCLUSION

Support of this resolution will help educate countless families in Cudahy that are possibly missing out on these services. The partnership will help spread the word to Cudahy residents on available tax credits, grants, and other family resources.

FINANCIAL IMPACT

There is no cost associated with the adoption of this resolution.

ATTACHMENTS

- A. Proposed Resolution Supporting the Earned Income Tax Credit and Volunteer Income Tax Assistance Program
- B. Letter from Chairman of the California State Board of Equalization, Jerome E. Horton
- C. Preliminary 2016 List of Free Income Tax Preparation and Family Services Events

RESOLUTION NO. 15-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CUDAHY, CALIFORNIA SUPPORTING THE EARNED INCOME
TAX CREDIT AND VOLUNTEER INCOME TAX ASSISTANCE
PROGRAM**

WHEREAS, insufficient income contributes to many of the social and human service needs in our state; and

WHEREAS, the Federal Earned Income Tax Credit (EITC) provides tax relief and income support to low income working families; and

WHEREAS, the EITC lifts millions of individuals out of poverty each year in the United States by supporting work and self-sufficiency while reducing the need for public assistance; and

WHEREAS, each year, the EITC helps approximately 3.2 million individuals in California and brings more than \$7.2 billion into California's economy; and,

WHEREAS, every year one million families who qualify for EITC fail to apply for the credit, representing a loss of \$1.8 billion in increased income for local communities; and

WHEREAS, increasing the use of EITC by the qualified citizens of the City of Cudahy would help stimulate our local economy and increase access to millions income; and

WHEREAS, every resident earning less than \$53,267 a year may qualify for \$6,242 in Federal EITC which may be used to lower their taxes or increase their tax refund; and

WHEREAS, every resident earning less than \$13,870 a year may qualify for \$2,653 in State EITC which may be used to lower their taxes or increase their tax refund; and

WHEREAS, for every 1,000 residents who qualify and apply for EITC, it represents a potential \$6 million in economic stimulus for our community; and

WHEREAS, increasing EITC utilization represents a highly cost-effective economic development strategy; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cudahy encourages the City Manager to identify and utilize existing and potential public/private partnerships to inform citizens about the availability of the Federal and State Earned Income Tax Credit and Volunteer Income Tax Assistance programs.

BE IT FURTHER RESOLVED, that the City Council of the City of Cudahy does hereby encourage each city entity to work in partnership with private outreach campaigns to identify and utilize existing communications mechanisms to inform their employees and citizens about the availability of the EITC and VITA programs, which may include city publications, billing

notices, websites, human resource materials and communications, correspondence, and forms from the City Business Tax and Fee department; and

BE IT FURTHER RESOLVED, that the City Council of the City of Cudahy hereby directs the City Manager to place a public service announcement on the City's local cable show and to have VITA related posters and brochures at City facilities including public libraries, city hall, and all public sites throughout the city; and

BE IT FURTHER RESOLVED, that the City of Cudahy join the California State Board of Equalization, Franchise Tax Board, Internal Revenue Service and Jerome E. Horton, Chairman to the California State Board of Equalization in advocating the Earned Income Tax Credit and the Volunteer Income Tax Assistance Program to qualified families and individuals.

Cristian Markovich
Mayor

ATTEST:

Laura Valdivia
Interim City Clerk



JEROME E. HORTON
CHAIRMAN
CALIFORNIA STATE BOARD OF EQUALIZATION

October 1, 2015

Vice Mayor Christian Hernandez
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Dear Vice Mayor Hernandez:

Working families within your city may be entitled to upwards of \$18,000 in state and federal refundable and non-refundable tax credits, grants, and a variety of family resources. These constituents may also be entitled to a share of billions in services, such as affordable housing, telephone services, low-cost auto insurance and other educational and money-saving products.

Equally exciting, I am partnering with the Board of Equalization, Franchise Tax Board and Internal Revenue Service to provide qualified individuals with free income tax preparation and other community services. The event is called our *Free Income Tax Preparation and Family Resource Fair* as part of the Volunteer Income Tax Assistance (VITA) program.

Every year nearly \$2.3 Billion in federal earned income tax credits (EITC) and \$180 million in state refunds go unclaimed. With your assistance in helping us spread the word we can recapture these and other funds to help stimulate our economy, create jobs, and improve the quality of life for California residents.

Last year the VITA program captured over \$381 million in state and federal tax refunds by helping millions of Californians file their tax returns. In addition to the income tax preparation, qualifying participants will have the opportunity to apply for and receive much-needed family services. This is a volunteer-based effort where college students are trained and certified by the IRS and work alongside countless organizational volunteers.



Vice Mayor Hernandez
Page 2 of 2
October 1, 2015

This year, qualified taxpayers who earn less than \$53,267 may be eligible to receive a maximum of \$6,242 in federal EITC. On the state level, qualified taxpayers who earn less than \$13,870 may be eligible to receive a maximum of \$2,653 in state EITC.

The EITC is a refundable credit. Unlike other available tax credits, the EITC is a direct cash payment which is added to any refund due to qualifying individuals.

Your partnership means you will help spread the word among those you are able to reach and influence. As an elected official, your support is important, and will have a profound impact on countless families within the City of Cudahy. If you decide to join us, you will receive sample notices and announcements to send to your constituents and make them aware of these valuable resources.

I have taken the liberty of enclosing a sample resolution and proclamation for your consideration. I have also enclosed a list of our 2016 program events for your review.

Alfred Konuwa, the VITA coordinator, will follow up by telephone to answer any questions you may have, related to the proposed partnership. He may be reached at (310) 297-5205 or via email at Alfred.Konuwa@boe.ca.gov.

Your participation will contribute greatly to a successful 2016 *Free Income Tax Preparation and Family Resource Fair*, and I look forward to our partnership.

Sincerely,



JEROME E. HORTON, Chairman
3rd District, Board Member

Enclosures

Preliminary 2016 VITA Schedule

Sample Resolution

Sample Proclamation

**Preliminary 2016 3rd Board of Equalization District's
Free Income Tax Preparation and Family Services Events***

Date	Location	Time
Saturday, February 6, 2016	Los Angeles Southwest College 1600 West Imperial Highway Los Angeles, CA 90047	10:00 a.m. – 2:00 p.m.
Saturday, February 13, 2016	California State University, Dominguez Hills 1000 East Victoria Street, Carson, CA 90747	10:00 a.m. – 2:00 p.m.
Saturday, February 20, 2016	California State University, Los Angeles Salazar Hall 5151 State University Drive Los Angeles, CA 90032	10:00 a.m. – 2:00 p.m.
Saturday, February 20, 2016	California State University, Northridge 18111 Nordhoff Street Northridge, CA 91330	10:00 a.m. – 2:00 p.m.
Wednesday, February 24, 2016	Rio Hondo College Business Building 3600 Workman Mill Road Whittier, CA 90601	9:30 a.m. – 2:00 p.m.
Saturday, February 27, 2016	UCLA 110 Westwood Plaza Los Angeles, CA 90077	10:00 a.m. – 2:00 p.m.
Saturday, February 27, 2016	Oxnard College Library learning Resource Center 4000 South Rose Avenue Oxnard, CA 93033	2:00 p.m. – 6:00 p.m.
Saturday, March 5, 2016	California State Polytechnic University, Pomona College of Business Administration, Building 163 3801 West Temple Avenue Pomona, CA 91768	10:00 a.m. – 2:00 p.m.
Saturday, March 5, 2016	Los Angeles Public Library 630 West 5 th Street Los Angeles, CA 90071	10:00 a.m. – 2:00 p.m.
Saturday, March 12, 2016	Santa Monica College 1510 Pico Boulevard Santa Monica, CA 90405	10:00 a.m. – 2:00 p.m.
Saturday, March 19, 2016	California State University, Long Beach College of Business Administration 1250 Bellflower Boulevard Long Beach, CA 90840	10:00 a.m. – 2:00 p.m.
Saturday, April 2, 2016	Boyle Heights Technology Youth Center 1600 East 4 th Street Los Angeles, CA 90033	10:00 a.m. – 2:00 p.m.

***Dates subject to change. More events may be added at a later time.**

Proclamation (Sample)
Earned Income Tax Credit/Volunteer Income Tax Assistance Program

WHEREAS, insufficient income contributes to many of the social and human service needs in our state; and,

WHEREAS, the Federal and State Earned Income Tax Credit (EITC) provides tax relief and income support to low-income working families; and,

WHEREAS, the EITC lifts millions of individuals out of poverty each year in the United States by supporting work and self-sufficiency while reducing the need for public assistance; and,

WHEREAS, each year, the EITC helps approximately 3.2 million individuals in California and brings more than \$7.2 billion into California's economy; and,

WHEREAS, every year one million families who qualify for EITC fail to apply for the credit, representing a loss of \$1.8 billion in increased income for local communities; and,

WHEREAS, increasing the use of EITC by the qualified citizens of the City of _____ would help stimulate our local economy and increase access to millions of dollars in income; and,

WHEREAS, every resident earning less than \$53,267 a year may qualify for \$6,242 in Federal EITC which may be used to lower their taxes or increase their tax refund; and,

WHEREAS, every resident earning less than \$13,870 a year may qualify for \$2,653 in State EITC which may be used to lower their taxes or increase their tax refund; and,

WHEREAS, for every 1,000 residents who qualify and apply for EITC, it represents a potential \$6 million in economic stimulus for our community; and,

WHEREAS, increasing EITC utilization represents a highly cost-effective economic development strategy: and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of _____ encourages the City Manager to identify and utilize existing and potential public/private partnerships to inform citizens about the availability of the Federal and State Earned Income Tax Credit and Volunteer Income Tax Assistance programs.

BE IT FURTHER RESOLVED, that the City of _____ join the California State Board of Equalization, Franchise Tax Board, Internal Revenue Service and Jerome E. Horton, Chairman to the California State Board of Equalization in advocating the Earned Income Tax Credit and the Volunteer Income Tax Assistance Program to qualified families and individuals.

Resolution (Sample)
Earned Income Tax Credit/Volunteer Income Tax Assistance Program

WHEREAS, insufficient income contributes to many of the social and human service needs in our state; and,

WHEREAS, the Federal and State Earned Income Tax Credit (EITC) provides tax relief and income support to low-income working families; and,

WHEREAS, the EITC lifts millions of individuals out of poverty each year in the United States by supporting work and self-sufficiency while reducing the need for public assistance; and,

WHEREAS, each year, the EITC helps approximately 3.2 million individuals in California and brings more than \$7.2 billion into California's economy; and,

WHEREAS, every year one million families who qualify for EITC fail to apply for the credit, representing a loss of \$1.8 billion in increased income for local communities; and,

WHEREAS, increasing the use of EITC by the qualified citizens of the City of _____ would help stimulate our local economy and increase access to millions of dollars in income; and,

WHEREAS, every resident earning less than \$53,267 a year may qualify for \$6,242 in Federal EITC which may be used to lower their taxes or increase their tax refund; and,

WHEREAS, every resident earning less than \$13,870 a year may qualify for \$2,653 in State EITC which may be used to lower their taxes or increase their tax refund; and,

WHEREAS, for every 1,000 residents who qualify and apply for EITC, it represents a potential \$6 million in economic stimulus for our community; and,

WHEREAS, increasing EITC utilization represents a highly cost-effective economic development strategy: and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of _____ encourages the City Manager to identify and utilize existing and potential public/private partnerships to inform citizens about the availability of the Federal and State Earned Income Tax Credit and Volunteer Income Tax Assistance programs.

BE IT FURTHER RESOLVED, that the City Council of the City of _____ does hereby encourage each city entity to work in partnership with private outreach campaigns to identify and utilize existing communications mechanisms to inform their employees and citizens about the availability of the EITC and VITA programs, which may include city publications, billing notices, websites, human resource materials and communications, correspondence, and forms from the City Business Tax and Fee department; and

BE IT FURTHER RESOLVED, that the City Council of the City of _____ hereby directs the City Manager to place a public service announcement on the City's local cable show and to have VITA related posters and brochures at City facilities including public libraries, city hall, and all public sites throughout the city; and,

BE IT FURTHER RESOLVED, that the City of _____ join the California State Board of Equalization, Franchise Tax Board, Internal Revenue Service and Jerome E. Horton, Chairman to the California State Board of Equalization in advocating the Earned Income Tax Credit and the Volunteer Income Tax Assistance Program to qualified families and individuals.

**Preliminary 2016 3rd Board of Equalization District's
Free Income Tax Preparation and Family Services Events***

Date	Location	Time
Saturday, February 6, 2016	Los Angeles Southwest College 1600 West Imperial Highway Los Angeles, CA 90047	10:00 a.m. – 2:00 p.m.
Saturday, February 13, 2016	California State University, Dominguez Hills 1000 East Victoria Street, Carson, CA 90747	10:00 a.m. – 2:00 p.m.
Saturday, February 20, 2016	California State University, Los Angeles Salazar Hall 5151 State University Drive Los Angeles, CA 90032	10:00 a.m. – 2:00 p.m.
Saturday, February 20, 2016	California State University, Northridge 18111 Nordhoff Street Northridge, CA 91330	10:00 a.m. – 2:00 p.m.
Wednesday, February 24, 2016	Rio Hondo College Business Building 3600 Workman Mill Road Whittier, CA 90601	9:30 a.m. – 2:00 p.m.
Saturday, February 27, 2016	UCLA 110 Westwood Plaza Los Angeles, CA 90077	10:00 a.m. – 2:00 p.m.
Saturday, February 27, 2016	Oxnard College Library learning Resource Center 4000 South Rose Avenue Oxnard, CA 93033	2:00 p.m. – 6:00 p.m.
Saturday, March 5, 2016	California State Polytechnic University, Pomona College of Business Administration, Building 163 3801 West Temple Avenue Pomona, CA 91768	10:00 a.m. – 2:00 p.m.
Saturday, March 5, 2016	Los Angeles Public Library 630 West 5 th Street Los Angeles, CA 90071	10:00 a.m. – 2:00 p.m.
Saturday, March 12, 2016	Santa Monica College 1510 Pico Boulevard Santa Monica, CA 90405	10:00 a.m. – 2:00 p.m.
Saturday, March 19, 2016	California State University, Long Beach College of Business Administration 1250 Bellflower Boulevard Long Beach, CA 90840	10:00 a.m. – 2:00 p.m.
Saturday, April 2, 2016	Boyle Heights Technology Youth Center 1600 East 4 th Street Los Angeles, CA 90033	10:00 a.m. – 2:00 p.m.

***Dates subject to change. More events may be added at a later time.**



Item Number 101

STAFF REPORT

Date: December 14, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Isabel Birrueta, City Attorney
Subject: **Consideration to Approve a Professional Services Agreement (PSA) with Joe A. Gonsalves & Son for Advocacy Services**

RECOMMENDATION

The City Council / Successor Agency is requested to approve an Professional Services Agreement (PSA) with Joe A. Gonsalves & Son (Gonsalves) for a six month term for advocacy services for items that need to be approved by the California Department of Finance (DOF) pursuant to disillusion law.

BACKGROUND

1. On February 1, 2012, the Successor Agency began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code (HSC), as amended by AB1484 and other subsequent legislation (together, the "Dissolution Law"), to administer the enforceable obligations and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight.
2. On June 27, 2012, the California Governor signed a budget trailer bill AB 1484 into law adding provisions to the HSC that requires successor agencies to prepare a Long Range Property Management Plan (LRPMP) as a prerequisite to the disposition of real property assets that are owned by a successor agency.
3. On October 19, 2013, the DOF issued to the Successor Agency a Finding of Completion (FOC) which allowed loans to be placed on the Recognized Obligation Payment Schedule (ROPS) as enforceable obligations and utilize proceeds derived from bonds issued. The

FOC also served as notice that the Successor Agency was required to submit a LRPMP to DOF.

4. On November 12, 2015, the Successor Agency submitted a LRPMP to the DOF for review, which is set for approval prior to January 1, 2016.
5. On November 23, 2015, the City Manager / Executive Director, based upon direction given by the City Council / Successor Agency, was tasked to seek out advocacy services for items that need to be approved by the DOF pursuant to disillusion law.

ANALYSIS

The City Council / Successor Agency authorized the City Manager / Executive Director to retain advocacy services related to the LRPMP, in doing so the Successor Agency will have a better chance of ratifying all the items that must be approved by the DOF pursuant to disillusion law.

The Dissolution Law requires Successor Agencies to submit a LRPMP of their real property interests for approval by the Oversight Board and DOF no later than December 31, 2015. The LRPMP must include specified information and a proposal for the use or disposition of each property. The real property inventory in the LRPMP must include, among other things, the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts. If the DOF approves the Oversight Board adopted LRPMP, the Successor Agency can begin disposing of land in accordance with the plan.

CONCLUSION

The City Council / Successor Agency needs advocacy services to insure approval of the LRPMP which will enable the Successor Agency to develop or dispose of the properties in a manner that is consistent with this plan. Properties that are to be sold must receive the approval of the Oversight Board and DOF unless such sale is identified in the LRPMP.

FINANCIAL IMPACT

The City's General Fund and the Successor Agency's administrative budget may be impacted

by \$24,000.

ATTACHMENTS

Professional Services Agreement Between Joe A. Gonsalves & Son and City of Cudahy / Successor Agency

AGREEMENT

BETWEEN JOE A. GONSALVES &
SON AND CITY OF CUDAHY

The CITY OF CUDAHY and CITY OF CUDAHY SUCCESSOR AGENCY (hereinafter "CITY") wishes to engage the services of JOE A. GONSALVES & SON, a California Corporation, (hereinafter "ADVOCATE"), located at 925 L Street, Suite 250, Sacramento, California, to provide services in legislative advocacy and governmental affairs in matters affecting cities in the State of California. CITY and ADVOCATE enter into this Agreement ("Agreement") as of the last date of execution below (the "Effective Date").

The purpose of this Agreement is to state the terms and conditions under which ADVOCATE will provide services to CITY.

I. ADVOCATE Representative(s):

The following principal(s) of ADVOCATE are designated as being the principal(s) and representative(s) of ADVOCATE authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Anthony D. Gonsalves
Jason A. Gonsalves
Paul A. Gonsalves

~~The terms and conditions are limited to the following:~~

II. ADVOCATE's Scope of Services. ADVOCATE agrees to assume and perform the following duties and responsibilities:

- A. Represent the City in Sacramento in terms of communicating the City's interests to the appropriate elected representatives, key staff members, state agencies and other individuals as needed.
- B. Develop and maintain good working relationships between the CITY and State legislators, legislative staff, and state agencies.
- C. Develop, coordinate and execute the CITY's advocacy efforts, including communication with legislative officials and other governmental officials for the purpose of influencing legislation or administrative action.

- D. Review all pertinent legislative bills introduced in the California Legislature and inform the CITY of all such legislation affecting its interest and forward weekly a copy of all such bills to the CITY. The CITY will review and analyze all such legislative bills and inform ADVOCATE, in writing, of its position on such bills the CITY wishes to pursue.
- E. Assist in identifying and obtaining state funding available for CITY programs and proposed capital projects.
- F. Obtain support, through letters of support and other means, from state legislators and officials for CITY grant applications.
- G. Provide a monthly written summary during the legislative session and at other times if warranted that gives updates on pending legislation, the state budget, and other relevant issues.
- H. Arrange meetings with legislative representatives or key agency staff and CITY representatives.
- I. Attend and provide testimony on behalf of the CITY in legislative committee hearings.
- J. Provide support, including advising on briefing papers, talking points, etc., when City officials are requested to testify before a legislative committee.

III. CITY Representative:

City Manager or his/her "Designee" are authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, direction, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to ADVOCATE.

IV. CITY's Duties and Responsibilities:

- A. CITY shall analyze and review all legislative bills submitted to it by ADVOCATE and will inform ADVOCATE, in writing, of its position on any and all such bills CITY wishes ADVOCATE to pursue.

- B. CITY shall, on a timely and continuing basis, apprise ADVOCATE of any specific issues it wishes to have analyzed or pursued by ADVOCATE under this Agreement.
- C. CITY shall, on a timely basis, pay all bills and invoices submitted to it by ADVOCATE.
- V. Effective Date and Term. This agreement shall commence on the Effective Date~~become effective on the _____ of _____, 2015,~~ and shall continue in full force and effect for a period of no more than six months, unless and until terminated sooner by CITY and/or by ADVOCATE.
- VI. Compensation. CITY shall pay to ADVOCATE the monthly sum of \$4,000 (FOUR THOUSAND DOLLARS) payable in advance on the first day of each month.~~ADVOCATE is an independent contractor and shall be responsible for all taxes including but not limited to ADVOCATE's employees' withholdings etc.~~
- VII. Costs and Expenses. CITY shall reimburse ADVOCATE for any travel and/or other expenses directly related to any request by CITY for ADVOCATE to participate in any meetings or activities outside of Sacramento.
- VIII. Attorneys Fees and Costs. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- IX. Indemnification.
- A. Professional Services. In the connection with its professional services, the ADVOCATE~~Contractor~~ shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, volunteers, and agents serving as independent contractors in the role of city or agency officials, (collectively, "Indemnities"), with respect to any and all damages, liabilities, losses, reasonable defense costs or expenses (collectively, "Claims"), including but not limited to liability for death or injury to any person and injury to any property, to the extent the same out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ADVOCATE or any of its officers, employees, subcontractors, contractors, or agents in the performance of its professional services under this Agreement. ADVOCATE shall reimburse all reasonable defense costs and expenses, including actual attorneys' fees and experts' costs incurred in connection with such defense.

- B. Other Indemnities. In connection with all Claims not covered by Section A, the ADVOCATE shall defend, hold harmless and indemnify the Indemnities with respect to any and all Claims including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the non-professional acts, omissions, activities or operations of ADVOCATE or any of its officers, employees, subcontractors, Contractors, or agents in the performance of this Agreement. ADVOCATE shall defend Indemnities in any action or actions filed in connection with any such Claims with counsel of CITY's choice, and shall pay all costs and expenses, including actual attorney's fees and experts' costs incurred in connection with such defense.
- C. Non-waiver of Rights. Indemnities do not, and shall not, waive any rights that they may possess against ADVOCATE because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement.
- D. Waiver of Right of Subrogation. Except as otherwise expressly provided in this Agreement, ADVOCATE, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation against the Indemnities, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the ADVOCATE.
- E. Survival. The provisions of this Section IX shall survive the termination of the Agreement and are in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to an Indemnities' right to recover under this indemnity provision, and an entry of judgment against ADVOCATE shall be conclusive in favor of the Indemnities' right to recover under this indemnity provision.
- X. Insurance: ADVOCATE must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- A. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
1. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 2. Primary Property Damage of at least \$250,000 per occurrence; or

3. Combined single limits of \$1,000,000 per occurrence.
 - B. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - C. Professional liability insurance – Not Applicable.
 - D. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
 - E. The insurance provided by ADVOCATE will be primary and non- contributory.
 - F. CITY must be named as additional insured under the general liability policies.
 - G. ADVOCATE must provide certificates of insurance and/or endorsements to the City Clerk of the CITY before the commencement of work.
 - H. Each insurance policy required by this Section must contain a provision that no termination, cancellation or change of coverage can be made without thirty days' written notice to CITY.

- XI. Governing Law. This Agreement shall be governed by the laws of the State of California.

- XII. Entire Agreement/Severability. This Agreement ~~has six (6) pages.~~ It constitutes the entire Agreement between parties regarding its subject matter. If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

- XIII. Notice of Termination.
 - A. 30-Day notice of termination under this Agreement by ADVOCATE shall be given to CITY by certified mail to the following address:

Mr. Steven Dobrenen, CPA, Finance Director
City of Cudahy
5220 Santa Ana Street

Cudahy, CA 90201

- B. 30-Day notice of termination under this Agreement by CITY for convenience and without cause shall be given to ADVOCATE by certified mail at the following address:

Joe A. Gonsalves & Son
925 L Street, Suite 250
Sacramento, CA 95814

- C. In the event of termination by either party, ADVOCATE shall be entitled to compensation only for services satisfactorily completed, up to a maximum amount that is equal to the prorated portion of the monthly sum under this Agreement for that portion of the month prior to termination.

XIV. Amendments. The Agreement may be modified or amended only by a written document executed by both ADVOCATE and CITY.

XV. Independent Contractor Status. The parties acknowledge, understand and agree that ADVOCATE and all persons retained or employed by ADVOCATE are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. ADVOCATE shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. ADVOCATE and all persons retained or employed by ADVOCATE 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 ADVOCATE by CITY in writing. ADVOCATE shall be responsible for all taxes including but not limited to ADVOCATE's employees' withholdings.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows:

JOE A. GONSALVES & SON

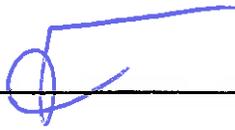
DATED: 11/30/15

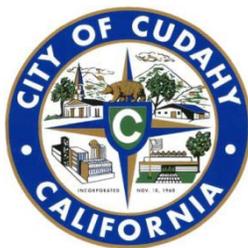
BY [Signature]

CITY OF CUDAHY

AGREEMENT CITY OF CUDAHY
Page 7 of 7

DATED: 12/2/15

BY  _____



Item Number 10J

STAFF REPORT

Date: December 14, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Jessica Balandran, Senior Administrative Analyst
Subject: **Consideration to Adopt a Proposed Resolution Affirming the City's Commitment to Gender Pay Equality**

RECOMMENDATION

The City Council is requested to adopt a proposed resolution affirming the City's commitment to gender pay equality.

BACKGROUND

1. In 1949, the California Equal Pay Act was passed, giving employees the right to equal pay for equal work.
2. On October 6, 2015, California Governor Jerry Brown signed the California Fair Pay Act into law.
3. On November 23, 2015, the City Council voted to bring forth a resolution for adoption in support of the City's commitment to gender pay equality.

ANALYSIS

The City Council recognizes that gender pay equality requires providing equal rights, responsibilities, and opportunities to all people no matter their sex or gender, and it is an issue of fundamental human rights. Thus, the City Council has voted to bring forth a resolution expressing the City's commitment to gender pay equality.

In 2014, a woman working full time year round earned an average of 84 cents to every dollar a man earned. This wage gap extends across almost all occupations reporting in California.

The gap is far worse for women of color. Specifically, Latina women in California make only 44 cents for every dollar a white male makes, the biggest gap for Latina women in the nation. The persistent disparity in earnings has a significant impact on the economic security and welfare of millions of working women and their families.

Collectively, women working full time in California lose approximately \$33,650,294,544 each year due to the gender wage gap. The wage gap contributes to the higher statewide poverty rate among women, which stands at 18 percent, compared to approximately 15 percent for men. The poverty rate is even higher for women of color and single women living with children.

Though California has prohibited gender-based wage discrimination since 1949, it recently enacted the Fair Pay Act to strengthen the protections for gender equality in wages. The legislation provides in part that “an employer shall not pay any of its employees at wage rates less than the rates paid to employees of the opposite sex for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions.”

All data was gathered from the principles adopted by the mayors at the 2014 U.S. Conference of Mayors, based on the U.N. Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW).

CONCLUSION

Women and girls make up approximately 51% of Cudahy’s population, and by adopting a resolution in support of gender pay equality, Cudahy demonstrates its commitment to and awareness of the need to eliminate discrimination against women and achieve gender pay equality in the areas of political participation and representation, income and earnings, and public and personal safety.

FINANCIAL IMPACT

There is no cost associated with the adoption of this resolution.

ATTACHMENT

Proposed Resolution Affirming the City of Cudahy’s Commitment to Gender Pay equality

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CUDAHY, CALIFORNIA AFFIRMING THE CITY OF CUDAHY'S
COMMITMENT TO GENDER PAY EQUALITY**

WHEREAS, gender-based disparities persist in employment throughout the City of Cudahy;

WHEREAS, in 2014, the gender wage gap in California stood at 16 cents on the dollar. A woman working full time year round earned an average of 84 cents to every dollar a man earned. This wage gap extends across almost all occupations reporting in California. This gap is far worse for women of color; Latina women in California make only 44 cents for every dollar a white male makes, the biggest gap for Latina women in the nation;

WHEREAS, the persistent disparity in earnings has a significant impact on the economic security and welfare of millions of working women and their families. Collectively, women working full time in California lose approximately \$33,650,294,544 each year due to the gender wage gap. The wage gap contributes to the higher statewide poverty rate among women, which stands at 18 percent, compared to approximately 15 percent for men, and the poverty rate is even higher for women of color and single women living with children;

WHEREAS, though California has prohibited gender-based wage discrimination since 1949, it recently enacted the Fair Pay Act to strengthen the protections for gender equity in wages. The legislation provides that "an employer shall not pay any of its employees at wage rates less than the rates paid to employees of the opposite sex for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions," and further limited the exceptions to this rule;

WHEREAS, the City Council recognizes that gender pay equality requires recognizing and providing equal rights, responsibilities, and opportunities to all people no matter their sex or gender. Gender pay equality is not an issue relevant to just one gender or sex; rather, it is an issue of fundamental human rights;

WHEREAS, women and girls make up approximately 51% of Cudahy's population, and by adopting a resolution in support of gender pay equality, Cudahy demonstrates its commitment to and awareness of the need to eliminate discrimination against women and achieve gender pay equality in the areas of political participation and representation, income and earnings, and public and personal safety;

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

1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

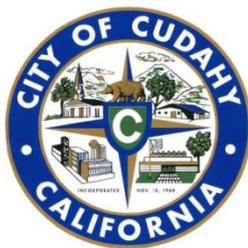
2. The City Council of the City of Cudahy expresses its support for the elimination of discrimination against women and the achievement of gender pay equality in the areas of political participation and representation, income and earnings, and public and personal safety.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 14th day of December, 2015.

Cristian Markovich
Mayor

ATTEST:

Laura Valdivia,
Interim City Clerk



**Item Number
10K**

STAFF REPORT

Date: December 14, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Jennifer Hernandez, Acting Human Resources Specialist
Subject: **Consideration to Approve a First Amendment to the Legal Services Agreement with Liebert Cassidy Whitmore (LCW) for Employment Matters and Labor Negotiations**

RECOMMENDATION

The City Council is requested to approve a First Amendment to the Legal Services Agreement with Liebert Cassidy Whitmore (LCW) for employment related matters and labor negotiations.

BACKGROUND

1. On April 2, 2015, the City Manager and City Attorney agreed that it would be in the best interest of the City to refer employment law matters and labor negotiations to outside neutral counsel. This discussion centered on other pressing matters that required the immediate attention of the Olivarez Madruga team, and the understanding that employment law is a broad and complex area of practice impacting every aspect of the employer and employee relationship.
2. On April 21, 2015, the City Council approved a Legal Services Agreement with LCW for the amount of \$25,000. LCW provides the subject matter expertise in labor relations, labor negotiations, retirement benefits, impasse resolution, Fair Labor Standards Act compliance, unfair labor practices, and other employment related matters and would serve the City well in these areas.
3. On June 30, 2015, the City's Memorandum of Understanding (MOU) with the Cudahy Miscellaneous Employees' Association (CMEA) expired, and it is imperative that the City work closely with outside neutral counsel to closely examine the terms of the current

MOU and future unfunded liability provisions, as well as compliance with the Public Employee Pension Reform Act (PEPRA) as it relates to CalPERS and City contributions, and related matters. Over the last 30 years LCW has negotiated hundreds of memoranda of understanding with all varieties of employee groups and have negotiated virtually every issue within the scope of bargaining including wages, hours, health and retirement benefits, leaves and discipline.

4. Between May and August 2015, several meetings took place between the City's Labor Negotiation team, which consists of Special Legal Counsel, Oliver Yee, Human Resources Consultant, Rhonda Strout, and the CMEA to discuss the terms of the MOU. During this period, City Labor Negotiators also reported out progress and received direction from the City Council during Closed Session.

ANALYSIS

Over the past several months, the City's labor negotiation team engaged in several meetings with the CMEA bargaining unit to establish an MOU, which is more in line with current labor practices and the labor market, while preserving the interests of the membership.

Although, the City is very close to finalizing the MOU between the City of Cudahy and CMEA, due to unforeseen delays resulting from lack of Council quorum during Closed Session section of meetings and initial difficulties reaching tentative agreements, which are crucial to the bargaining process, the City has exceeded the Legal Services Agreement amount of \$25,000 with LCW. Moving forward, if further legal services are needed from LCW, budget appropriations would be necessary.

CONCLUSION

The City Council is requested to approve the proposed First Amendment to the Legal Services Agreement with LCW. Should the City Council determine not to move forward with a contract amendment, the City would indefinitely owe LCW an outstanding balance of approximately \$12,000.

FINANCIAL IMPACT

Additional costs resulting from this proposed First Amendment to the Legal Services Agreement

are anticipated to be approximately \$12,000 above the original contract amount of \$25,000, resulting in an overall cost of \$37,000. Cost overages resulting from this contract amendment will be covered by shifting funds from pre-appropriated Personnel Department items found in the Fiscal Year (FY) 2015-16 City Budget.

ATTACHMENTS

- A. Legal Services Agreement with Liebert Cassidy Whitmore
- B. Proposed First Amendment to the Legal Services Agreement
- C. T. Oliver Lee, Associate - Correspondence

LEGAL SERVICES AGREEMENT

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF CUDAHY, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by City or otherwise required by law.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time. Based on the foregoing, Attorney’s total compensation for the Work under this Agreement may not exceed the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

The current range of hourly rates for Attorney time is from One Hundred Ninety to Three Hundred Twenty-Five Dollars (\$190.00 - \$325.00), and from Seventy-Five to One Hundred Fifty Dollars (\$75.00 - \$150.00) for time of paraprofessional and litigation support staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the City with written notification of

any adjustment in the range of rates. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of

professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of City.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. Term

This Agreement is effective March 9, 2015, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

CITY OF CUDAHY:

By: _____
Jose E. Pulido, City Manager

Date: _____

**LIEBERT CASSIDY WHITMORE, A
PROFESSIONAL CORPORATION:**

By: _____

Date: 5/15/15

ATTEST:

By: _____
Victor H. Ferrer, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Isabel Birrueta, Assistant City Attorney

Date: _____

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Partners	\$325.00
Of Counsel	\$285.00
Associates	\$190.00 - \$265.00
Paraprofessionals & Litigation Support	\$75.00 - \$150.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page

FIRST AMENDMENT
LEGAL SERVICES AGREEMENT

This First Amendment to Legal Services Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF CUDAHY, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by City or otherwise required by law.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time. Based on the foregoing, Attorney’s total compensation for the Work under this Agreement may not exceed the sum of FORTY THOUSAND DOLLARS (\$40,000.00).

The current range of hourly rates for Attorney time is from One Hundred Ninety to Three Hundred Twenty-Five Dollars (\$190.00 - \$325.00), and from Seventy-Five to One Hundred Fifty Dollars (\$75.00 - \$150.00) for time of paraprofessional and litigation support staff. Attorney reviews its hourly rates on an annual basis and, if appropriate,

adjusts them effective July 1. Attorney will provide the City with written notification of any adjustment in the range of rates. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of City.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. Term

This Agreement is effective November 5, 2015, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

CITY OF CUDAHY:

LIEBERT CASSIDY WHITMORE, A PROFESSIONAL CORPORATION:

By: _____
Jose E. Pulido, City Manager

By: _____

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Laura Valdivia, Interim City Clerk

By: _____
Isabel Birrueta, Assistant City Attorney

Date: _____

Date: _____

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Partners	\$325.00
Of Counsel	\$285.00
Associates	\$190.00 - \$265.00
Paraprofessionals & Litigation Support	\$75.00 - \$150.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page

October 28, 2015

ATTORNEY-CLIENT PRIVILEGE/CONFIDENTIAL

VIA EMAIL & U.S. MAIL
pulido@cityofcudahyca.gov

Mr. Jose Pulido
City Manager
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Re: *Status of CMEA MOU Negotiations and Representation Fees*
Client-Matter: CU010/004

Dear Mr. Pulido:

This letter serves to update you on the status of the CMEA MOU negotiations and the corresponding fees associated with continuing and finalizing the MOU process. The MOU negotiations process commenced in April 2015. Since that time, the parties conducted several negotiations meetings in an effort to reach an agreement. In addition, during this period, I attended several City Council meetings in order to provide updates and receive direction from the City Council.

The parties reached a tentative agreement on the major terms of the MOU on September 24, 2015. The original not to exceed amount for our representation of the City for the MOU negotiations was \$25,000. During the month of September, a significant amount of work was done in an effort to reach the tentative agreement, which in turn caused us to exceed the not to exceed amount.

Since that time and up to today, discussions between the parties regarding an unresolved issue of the work schedule of employees have continued. Therefore, the parties have not been able to formally execute an MOU. Although the parties have made good faith attempts to resolve this outstanding issue through informal communications, it appears that additional, more formal meetings between the parties are necessary in order to resolve this issue and ensure that the parties remain on the same path towards achieving agreement. Accordingly, we request that the City allocate additional funds for our representation of the City to support the continuation and finalization of the MOU process.

Mr. Jose Pulido

Re: *Status of CMEA MOU Negotiations and Representation Fees*

October 28, 2015

Page 2

Please feel free to contact me should you have any questions or would like to discuss this matter further.

Very truly yours,

LIEBERT CASSIDY WHITMORE

A handwritten signature in black ink, appearing to read 'T. Oliver Yee', with a long horizontal flourish extending to the right.

T. Oliver Yee

OY:ma

Blank Page



Item Number 11A

STAFF REPORT

Date: December 14, 2015

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

From: Jose E. Pulido, City Manager/Executive Director
By: Michael Allen, Acting Community Development Director
Maria Torres, CDBG Coordinator

Subject: **Consideration to Adopt a Proposed Resolution Approving Projects/Programs for Community Development Block Grant (CDBG) Funding During the Fiscal Year 2016-17**

RECOMMENDATION

The City Council is requested to:

1. Conduct a public hearing;
2. Consider all public testimony; and
3. Adopt a proposed resolution, approving Projects/Programs for Community Development Block Grant (CDBG) Funding during the Fiscal Year (FY) 2016-17.

BACKGROUND

1. On October 14, 2015, City staff (i.e., City Manager Jose E. Pulido, Acting Community Development Director Michael Allen, and CDBG Coordinator Maria Torres) reviewed the existing and potential projects to be funded by CDBG.
2. On October 19, 2015, City staff received word from CDBG that the City had successfully met our drawdown requirement before September 30, 2015, avoiding recapture of over \$500,000.
3. In November 2015, CDBG released the amount of allocated funds to the City for FY 2016-17.

4. On November 10, 2015, City Staff reviewed the proposed projects with the City's CDBG Program Manager and prepared the recommendation list of projects/programs/activities.
5. On November 30, 2015, a public hearing notice soliciting suggestions and recommendations from the public for the use of CDBG funds for FY 2016-17 was published in the Press Telegram and posted at all public buildings within the City.

ANALYSIS

The Federal Department of Housing and Urban Development (HUD) is responsible for administering the CDBG program. In order to receive funds, a city must submit an annual application to HUD. In the case of Cudahy, the City submits its application through the Los Angeles County Community Development Commission (CDC). The primary national objectives of the CDBG program are to undertake activities that benefit low and moderate-income persons, and/or eliminate slum and blight conditions. The program requires a minimum of 70 percent of the program funds be expended on activities that benefit low and moderate income persons.

Annually, the City receives an allocation of funds from the CDC of approximately \$320,000. The allocation is determined by the City's population residing in eligible census tracts (residents who earn 80% of the Los Angeles County median family income). Historically, the City of Cudahy has allocated these funds towards housing rehabilitation programs, community preservation, family counseling services, food distribution, business assistance, and parks projects. During FY 2015-16, the City was at risk of losing more than \$500,000 as a result of not meeting the annual drawdown requirement (due to delayed program start dates in previous fiscal years). As of September 2015, the City remedied this drawdown requirement problem by keeping its current CDBG projects on schedule (i.e., Lugo Park Renovation Project).

Prior to each new fiscal year, the CDC notifies the City of its final CDBG allocation for the coming fiscal year. At this time, the CDC also distributes the forms that the City must submit to receive these CDBG funds and conduct training sessions on the preparation of these forms.

The purpose of this public hearing is to review the City's current use of CDBG funds and, more importantly, to determine the projects for the coming fiscal year.

ELIGIBLE ACTIVITIES FOR FUNDING

The types of activities that can be funded under the program, provided that they meet one of the national objectives stated above, include the following:

- Land acquisition and disposition;
- Development of, and improvements to, public facilities;
- Street and other infrastructure improvements;
- Demolition and clearance of property improvements;
- Code enforcement;
- Public service activities;
- Housing and commercial rehabilitation;
- Economic development activities; and
- Program administration.

INELIGIBLE ACTIVITIES

On the other hand, there are certain activities or projects for which CDBG funds cannot be used.

These ineligible activities include:

- Construction of city halls, county administrative buildings, or other facilities in which the legislative, judicial, or general administrative affairs of the government are conducted;
- Purchase of equipment, unless otherwise required for program purposes;
- Operating and maintenance expenses;
- General government expenses; and
- Political activities.

The CDC has notified the City that its preliminary CDBG allocation for FY 2016-17 is approximately \$323,861. In considering potential projects/programs for funding, up to 15 percent of the coming year's allocation, or \$48,579.15, can be budgeted for public services. Administrative delivery services for the Housing Rehabilitation Programs are not to exceed 20 percent of their recommended budgets.

FY 2016-17 PROPOSED PROJECTS

The proposed CDBG Projects/Budgets for the FY 2016-17 Program Year are as follows:

ONGOING PROGRAMS/PROJECTS (funded in previous years)

- **Clara Street Park Food Distribution Program**

Activity Summary - This continuing program will provide a monthly food distribution for Cudahy residents. Once a month, households will receive various food products. The food will be distributed at Clara Street Park. This program will provide food supplies to approximately 300 clients (families) per month and will service over 800 clients over the course of the fiscal year.

Activity Accomplishments for FY 2015-16: 2,200 units (bags of groceries)

- **Business Assistance Program**

Activity Summary - This continuing project will provide funds to assist 28 existing/potential new business owners in retaining, expanding, or opening a business in the City of Cudahy. The program offers assistance with completing applications for permits and business licenses and will provide technical assistance through one-on-one consultations, trainings, and workshops to address the needs of the City's business community. Topics will include, but not be limited to, business expansion plans, how to market your business, how to obtain a business loan, and how to strengthen your business. These services will be delivered to the business community by City staff, long-time business owners, and commercial bank personnel.

Activity Accomplishments for FY 2015-16: 28 Clients

- **Code Enforcement Program**

This continuing project aids in arresting the decline of primarily residential and neighborhood commercial businesses located in the following designated areas: Census Tracts 5343.01, 5343.02, 5343.03, 5344.03, 5344.04, 5344.05, and 5344.06, which have been deemed deteriorating or deteriorated. This program together with CDBG-funded City program Single-Unit Housing Rehabilitation is expected to prevent the decline of the area.

The following are the most common violations that will be addressed through this CDBG funded activity: prohibited conditions, unsightliness, and violation of building code.

- **Single Unit Housing Rehabilitation Program**

This is a continuing project, offering grants (up to \$10,000 each for single-family homes and up to \$8,000 for mobile homes), below market interest rate loans (no maximum amount, interest rates range from 3% to 6%), deferred loans (up to \$3,000 each, interest rates 0% to 3%), and emergency grants (up to \$1,500). Programs may be used in combination. These programs are designed to assist existing low-to-moderate income households with the repair or rehabilitation of owner-occupied units. Mobile home units affixed to the foundation and part of the City's permanent housing stock will only be assisted through the grant program.

Activity Accomplishments for FY 2015-16: 4 Rehabilitated Housing Units

NEW PROJECTS

- **Senior Services**

Seniors are provided a daily lunch and activities at Clara Park facility. Clara Park staff provides supervision and recreational activities for the seniors. Funds will be used to cover staff costs to implement the program.

The City Council has a limited time frame to approve the proposed CDBG projects. Projects submitted to the Los Angeles County Community Development Commission's CDBG Grants Management Unit by the end of January 2016 generally run significant risk of not receiving a July 1, 2015 program start date. Not receiving a July 1, 2015 start date can delay program start dates, which could temporarily suspend project services, or potentially impact the City's budget if the City chooses to continue to operate the programs, which would be funded by the City's General Fund.

CONCLUSION

With the expected completion of the Lugo Park Renovation Project, the City will meet our FY 2015-16 drawdown requirement, from a balance of more than \$500,000 to \$2,000. Approval of the proposed resolution will ensure an approximate start date of July 1, 2015 for FY 2016-17 programs. A July 1, 2015 start date will allow the City to properly charge program costs to CDBG, enabling the City to stay on track to meet our FY 2016-17 drawdown requirements.

Postponement of approval will delay the City's program start dates, as well as our ability to charge program costs to CDBG. As a result, the General Fund would be expended to continue any on-going CDBG programs (i.e., food distribution, business assistance, senior services, and code enforcement). Additionally, a late start date may result in the inability to meet the drawdown requirement of FY 2016-17.

FINANCIAL IMPACT

At the moment, it is estimated that the CDBG funding allocation for FY 2016-17 will be approximately \$323,861. Additionally, the unallocated funding balance remaining from the FY 2015-16 program year is currently \$2,000.74. As a result, the City has approximately \$325,861.74 in Federal funding to put towards CDBG Projects.

The proposed allocation of CDBG funds is as follows:

Single Unit Housing Rehabilitation	\$ 132,456
Business Assistance Program	\$ 23,403
Code Enforcement	\$ 120,391
Clara Park Senior Services	\$ 21,000
Clara Street Park Food Distribution	<u>\$ 28,611</u>
Total	\$ 325,861

ATTACHMENTS

- A. CDBG Income Guidelines
- B. CDBG HUD Codes and Definitions
- C. Proposed Resolution Approving Projects/Programs for Community Development Block Grant (CDBG) Funding During the Fiscal Year 2016-17



LOS ANGELES COUNTY



GMU BULLETIN

COMMUNITY DEVELOPMENT COMMISSION • 700 W. Main Street • Alhambra • California 91801

NUMBER:	14-0018	SUBJECT:	REVISED 2014 INCOME GUIDELINES	
DATE:	August 20, 2014	EFFECTIVE DATE:	IMMEDIATELY	PAGE 1 OF 2

**TO: CDC DIVISIONS
COMMUNITY-BASED ORGANIZATIONS
PARTICIPATING CITIES
COUNTY DEPARTMENTS
OTHER PUBLIC AGENCIES**

The 2014 income guidelines for use in the Community Development Block Grant (CDBG) and First Five LA (F5) Programs have been revised, and are listed below. These guidelines should be used to determine compliance with each program's objective of providing benefit to eligible persons. They are also used in determining eligibility for the Public Housing and Section 8 Programs, and are effective until a new schedule is issued.

Number of Persons	Extremely Low-Income	Low-Income	Moderate-Income
1	\$17,150	\$28,550	\$46,650
2	\$19,600	\$32,600	\$52,200
3	\$22,050	\$36,700	\$58,700
4	\$24,450	\$40,750	\$65,200
5	\$27,910	\$44,050	\$70,450
6	\$31,970	\$47,300	\$75,650
7	\$36,030	\$50,550	\$80,850
8	\$40,090	\$53,800	\$86,100

Please note that the 2014 median family income for Los Angeles County is \$60,600.

These guidelines refer to the terms in determining income levels for the above-mentioned programs. In order to clarify any misunderstanding resulting from the differences in terms between the Public Housing, Section 8, CDBG, and F5 Programs, the following is provided for your information:

COMPARISON OF TERMS IN DETERMINING INCOME LEVELS			
F5	CDBG	SECTION 8	% OF MEDIAN
Extremely Low-Income	Extremely Low-Income	Extremely Low-Income	Equal to or less than 30%
Not Eligible	Low-Income	Very Low-Income	31% to 50%
Not Eligible	Moderate-Income	Low-Income	51% to 80%

Participating Agencies

August 20, 2014

Page Two

For all agencies utilizing CDBG-approved *Public Service Self-Certification Forms*, please be sure to incorporate these revised income guidelines into your forms immediately (*the Public Service Self-Certification Form does not apply to the F5 Program*).

Should you have any questions, please contact your Program Manager.

Sincerely,

A handwritten signature in black ink that reads "Scott Stevenson". The signature is written in a cursive style with a long horizontal stroke extending to the right.

SCOTT STEVENSON, Director
Community Development Division

SS:LJ:HR:RDW:rb
K:\GMU COMMON\GPPA\GPA\PAT Bulletins\Income Guidelines Revised.docx

**Los Angeles County Community Development Commission
Community Development Block Grant**

Definitions of HUD Codes

The Los Angeles County Community Development Commission, Community Development Block Grant (CDBG) Division is providing this document for your use when working with CDBG Programs. These codes are used to describe the nature of the activity being funded by HUD. The code descriptions are written in easy-to-understand language and contain specific examples.

ACQUISITION AND DISPOSITION

- 01** *Acquisition*
- 02** *Disposition*

PUBLIC FACILITIES AND IMPROVEMENTS

- 03** *Public Facilities and Improvements*
- 03A** *Senior Centers*
- 03B** *Centers for the Disabled/Handicapped*
- 03C** *Homeless Facilities (Not Operating Costs)*
- 03D** *Youth Centers/Facilities*
- 03E** *Neighborhood Facilities*
- 03F** *Parks, Recreational Facilities*
- 03G** *Parking Facilities*
- 03H** *Solid Waste Disposal Facilities*
- 03I** *Flood and Drainage Facilities*
- 03J** *Water/Sewer Improvements*
- 03K** *Street Improvements*
- 03L** *Sidewalks*
- 03M** *Child Care Centers/Facilities for Children*
- 03N** *Tree Planting*
- 03O** *Fire Station/Equipment*
- 03P** *Health Facilities*
- 03Q** *Abused and Neglected Children's Facilities*
- 03R** *Asbestos Removal*
- 03S** *Facilities for AIDS Patients (Not Operating Costs)*
- 03T** *Operating Costs of Homeless/AIDS Patients Programs*

PUBLIC SERVICES

- 05** *Public Services (General)*
- 05A** *Senior Services*
- 05B** *Services for the Disabled*
- 05C** *Legal Services*
- 05D** *Youth Services*
- 05E** *Transportation Services*
- 05F** *Substance Abuse Services*
- 05G** *Battered and Abused Spouses*
- 05H** *Employment Training*
- 05I** *Crime Awareness/Prevention*
- 05J** *Fair Housing Activities*
- 05K** *Tenant/Landlord Counseling*
- 05L** *Child Care Services*
- 05M** *Health Services*
- 05N** *Abused and Neglected Children*
- 05O** *Mental Health Services*
- 05P** *Screen for Lead-Based Paint/Lead Hazards Poisoning*
- 05Q** *Subsistence Payments*
- 05R** *Homeownership Assistance (Not Direct)*
- 05S** *Rental Housing Subsidies (HOME Tenant-Based Rental Assistance)*
- 05T** *Security Deposits*
- 03T** *Operating Costs of Homeless/AIDS Patients Programs*

HOUSING

- 12** *Construction of Housing*
- 13** *Direct Homeownership Assistance*
- 14A** *Rehabilitation: Single-Unit Residential*
- 14B** *Rehabilitation: Multi-Unit Residential*
- 14C** *Public Housing Modernization*
- 14D** *Rehabilitation: Other Publicly Owned Residential Buildings*
- 14F** *Energy Efficient Improvements*
- 14G** *Acquisition For Rehabilitation*
- 14H** *Rehabilitation Administration*
- 14I** *Lead-Based Paint/Lead Hazard Test/Abatement*
- 16A** *Residential Historic Preservation*
- 19A** *This is not a valid code*
- 19B** *This is not a valid code*

**COMMERCIAL/INDUSTRIAL IMPROVEMENTS BY GRANTEE OR
NON-PROFIT**

- 17A** *Commercial/Industrial Land Acquisition/Disposition*
- 17B** *Commercial/Industrial Infrastructure Development*
- 17C** *Commercial/Industrial Building Acquisition, Construction, Rehabilitation*
- 17D** *Other Commercial/Industrial Improvements*

**DIRECT ECONOMIC DEVELOPMENT ASSISTANCE TO PRIVATE
FOR-PROFITS**

- 14E** *Rehabilitation: Publicly or Privately Owned Commercial/Industrial*
- 18A** *ED Direct: Direct Financial Assistance to For-Profit Business*
- 18B** *ED Direct: Technical Assistance*
- 18C** *Micro-Enterprise Assistance*

GENERAL ADMINISTRATIVE AND PLANNING COSTS

- 20** *Planning*
- 21A** *General Program Administration*
- 21B** *Indirect Costs*
- 21C** *Public Information*
- 21D** *Fair Housing Activities*
- 21E** *Submissions or Applications for Federal Programs*
- 21F** *This is not a valid code*
- 21G** *This is not a valid code*
- 21H** *HOME Administration/Planning Costs of PJs*
- 21I** *HOME CHDO Operating Expenses*

OTHER

- 04** *Clearance and Demolition*
- 04A** *Clean-up of Contaminated Sites/Brownfields*
- 06** *Interim Assistance*
- 07** *Urban Renewal Completion*
- 08** *Relocation*
- 09** *Loss of Rental Income*
- 10** *Removal of Architectural Barriers*
- 11** *Privately Owned Utilities*
- 15** *Code Enforcement*
- 16B** *Non-Residential Historic Preservation*
- 19C** *CDBG Non-Profit Organization Capacity Building*
- 19D** *CDBG Assistance to Institutions of Higher Education*
- 19E** *CDBG Operation and Repair of Foreclosed Property*
- 19F** *Repayments of Section 108 Loan Principal*
- 22** *Unprogrammed Funds*

Acquisition and Disposition

01 Acquisition

An activity should be coded as Acquisition if CDBG funds will be used only for the acquisition of property for a public purpose. This code is frequently used for the acquisition of property on which a public facility or public improvement will be constructed using other funds, or for the acquisition of property on which housing will be constructed using other funds. (**NOTE:** Sometimes it will be necessary to include demolition and relocation expenditures under this category because the grantee will not be able to distinguish these funds from those used for acquisition.)

For example, if land is acquired for the development of a senior center and CDBG funds will be used only for acquisition of the property, code the activity as 01. If the property will be acquired and CDBG funds will be used for constructing or rehabilitating a senior center, code the activity 03A, Senior Centers, rather than 01. However, if grantees group acquisition with relocation or disposition, the activity can be coded as acquisition (as this is usually the most expensive portion).

When CDBG funds are used to acquire housing that will also be rehabilitated with CDBG funds, code 14G, Acquisition for Rehabilitation, should be used. Use code 17A, Commercial/Industrial Land Acquisition Disposition, if the grantee or subrecipient will acquire land, clear structures, or package land for the purpose of creating an industrial park or encouraging commercial or industrial redevelopment.

For the HOME program, use this code for the acquisition of a structure that does not require rehabilitation and that will be used to provide affordable rental housing or Homeownership units. Use code 14G for the acquisition of a structure that requires rehabilitation and will be used to provide affordable rental housing or Homeownership units. Use code 12 for the acquisition of land on which new housing will be constructed using HOME funds.

ESG funds cannot be used for acquisition activities.

02 Disposition

Disposition can occur through the sale, lease, or donation of property acquired with CDBG funds or under urban renewal. Communities ordinarily use this term to describe costs that are incidental to disposing or transferring real property acquired with CDBG funds, and to describe the costs of temporarily maintaining properties pending disposition (for example, legal service, financial service, appraisal survey, and transfer of ownership costs).

Public Facilities and Improvements

CDBG, HOPWA, and ESG funds may be used by the grantee or other public or private non-profit entities for public facilities and improvements.

The matrix codes listed below should be used when the grantee includes the cost of acquiring real property with the cost of construction or rehabilitation of a public facility or improvement. (If CDBG funds will **only** be used to acquire property for a public facility, use the Acquisition code, 01.) Examples of public facilities include senior, handicapped, youth, or neighborhood centers, shelters for the homeless, and child care centers. Infrastructure improvements include street, sidewalk, water, sewer, flood, and drainage improvements.

Finally, commercial and industrial improvements undertaken by the grantee or a subrecipient for economic development purposes should be coded 17A, 17B, 17C, or 17D, as appropriate.

03 Public Facilities and Improvements

This is the general code for public facilities. **This code should not be used unless the activity does not fall under a more specific category.**

03A Senior Centers

Use code 03A for the construction or rehabilitation of senior citizen centers. A facility described as serving "senior citizens and the disabled" may be classified under this category; however, if the facility is intended **primarily** to serve persons with disabilities, the facility should be classified under 03B, Centers for the Disabled/Handicapped. (If the activity involves rehabilitation of a building to provide permanent housing for the elderly, the activity should be coded in the 14 series, Housing; if the activity involves new construction of such permanent housing, it should be classified under code 12, Construction of Housing.)

03B Centers for the Disabled/Handicapped

Use code 03B for construction or rehabilitation of group homes or centers for the disabled. (As noted above, if the activity involves rehabilitation of a building to provide permanent housing, it should be coded in the 14 series, Housing; if the activity involves new construction of such permanent housing, it should be classified under code 12, Construction of Housing.)

03C Homeless Facilities (Not Operating Costs)

Use code 03C for construction, conversion, renovation, or rehabilitation of shelters for the homeless, including shelters for battered spouses. This code should also be used for transitional housing and SROs (single room occupancy units) for the homeless that are funded by CDBG.

NOTE: Transitional housing for homeless persons should be coded 03C for CDBG-funded activities. However, for activities funded by other programs, transitional housing and SROs may be coded under the 14 series, as housing rehabilitation. ESG funds may not be used for new construction.

Centers for abused children should be coded under 03Q, Abused and Neglected Children's Facilities.

03D Youth Centers/Facilities

This refers to facilities that will be used primarily to provide services for teenage youth (ages 13 to 19). This includes playground and recreation facilities that are a part of youth center Facilities. Facilities for children ages 0 to 12 should be coded as 03M, Child Care Centers/ Facilities for Children.

03E Neighborhood Facilities

Use code 03E for structures that will be used for social services or for multiple purposes, including recreation, and that are principally designed to serve a neighborhood. Such facilities may include libraries and public schools.

03F Parks, Recreational Facilities

Use code 03F whenever the activity involves developing an open space area or a facility to be used principally for recreation purposes.

03G Parking Facilities

This code should be used for off-street parking lots and parking garages. If on-street parking is included as part of a street improvement program, the activity should be recorded as street improvements, unless the proposed description of the activity or the accomplishments clearly indicate that the purpose of the activity will be primarily to improve parking. If a parking addition/improvement is the major component of improvements made to a neighborhood facility or other facility under the 03 series, the activity should be classified under 03G as a parking improvement.

03H Solid Waste Disposal Facilities

This code should be used for any activity that describes the construction and/or rehabilitation of solid waste disposal facilities.

031 Flood and Drainage Facilities

This code should be used for those activities that the grantee indicates will be used for flood control or irrigation (e.g., retention ponds or catch basins). This code does not include storm sewers, street drains, or storm drains. When in doubt, use 03J for water/sewer improvements and 03K for street drains and storm drains.

03J Water/Sewer Improvements

Water/Sewer Improvements include installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants. All water/sewer projects undertaken with only minor or no street improvements should be coded as 03J. Repaving of streets is generally required as part of the installation of water/sewer improvements. However, if the activity is primarily for the purpose of street improvements but involves some water/sewer improvements, the activity should be coded as 03K, Street Improvements. For example, an activity that involves paving 6 blocks of Main Street and installing 100 feet of new water lines in one of those blocks should be classified under 03K. Activities classified under the 03J code generally should not include flood and drainage facilities; flood and drainage facilities should be classified under 031.

03K Street Improvements

A street improvement project may include street drains, storm drains, curb and gutter work, tunnels, bridges, and the installation of streetlights or signs. If sidewalks and trees will be installed as a peripheral part of a street improvement, the activity should still be coded as Street Improvements. Street improvements that include landscaping, streetlights, and/or street signs (commonly referred to as "streetscapes") should also be coded 03K.

See also the discussion above in 03J, Water/Sewer Improvements.

03L Sidewalks

Use this code when an activity is for the purpose of sidewalk improvements. Sidewalk improvements that include the installation of trash receptacles, trees, benches, and lighting should also be coded under 03L.

- 03M Child Care Centers/Facilities for Children**
Examples of these include daycare centers and Head Start pre-school centers.
- 03N Tree Planting**
Activities that are limited to tree planting (sometimes referred to as "beautification") should be coded under 03N. As noted under 03K and 03L, tree planting included as part of a streetscape activity should be coded 03K, and tree planting included as part of sidewalks should be coded 03L.
- 03O Fire Station/Equipment**
In addition to the construction or rehabilitation of a fire station, this category includes the purchase of fire trucks, ambulances, and rescue equipment.
- 03P Health Facilities**
This code includes both physical and mental health facilities. If the facility is more accurately classified under another category, such as one for Abused and Neglected Children (03Q), it should be classified as such.
- 03Q Abused and Neglected Children's Facilities**
Use this code when the activity includes daycare, treatment, or temporary housing for abused and neglected children.
- 03R Asbestos Removal**
Use this code when the primary goal of the improvement to any public facility is to remove asbestos.
- 03S Facilities for AIDS Patients (Not Operating Costs)**
Construction or rehabilitation of buildings for treatment or temporary housing for people who are HIV positive or who have AIDS. If the facility is for AIDS education and prevention, the facility should be categorized under Health Facilities (03P).
- 03T Operating Costs of Homeless/AIDS Patients Programs**
Use this code for operating expenses of ESG-funded emergency shelters. This code includes all costs associated with the operation of facilities (such as utilities, maintenance, and insurance) for homeless persons and/or AIDS patients. (**NOTE:** If this code is used for a CDBG-assisted activity, the activity will be included in the public service calculation, because the use of CDBG funds to pay for the cost of operating homeless/AIDS patients programs is a public service.)

Public Services

Examples of public services activities include CDBG-assisted programs for drug and alcohol counseling, meals-on-wheels, daycare, and Head Start; ESG-funded essential services; and HOPWA-funded supportive services. Care should be taken to distinguish a service from construction or rehabilitation of a facility where a service is being provided. For example, the construction or rehabilitation of a senior center is coded as 03A, but the funding of services provided at a facility for senior citizens is coded as 05A. Rental of a facility for a service is considered part of delivery of the service and should be coded as a public service. Public service activities also include the cost of operating and maintaining that portion of a facility in which a service is located.

Generally, if the activity is restricted to one client group such as the elderly, use the code for that client group; for example, use code 05A for Senior Services. Exceptions to this rule occur when considering employment services and substance abuse services. A grantee may code an activity such as youth employment services as either ODD, Youth Services, or 05H, Employment Training.

05 Public Services (General)

Do not use this code unless the activity cannot be classified under a more specific activity code.

Public service activities include housing referral and counseling services, neighborhood cleanup, Homeownership counseling, food distribution (food bank services), health education, or rape prevention education. General or unspecified homeless services, including those described as essential or supportive services, may also be assigned this activity code.

Use this code for **essential services** provided by the ESG Program, unless a more specific activity code can be assigned.

05A Senior Services

Use code 05A for services that will be provided to elderly persons (e.g., meals-on-wheels, dial-a-ride). Also use this code for services provided for victims of Alzheimer's disease. (Code 05A, Senior Services, or 05B, Services for the Disabled, may be used for activities that will provide services for both senior citizens and persons with disabilities if the activity is not intended **primarily** to serve one group rather than the other.)

- 05B Services for the Disabled
(Previously Referred to as Handicapped Services)**
Use this code to indicate services for persons with disabilities, regardless of age.
- 05C Legal Services**
Includes programs that provide legal aid to low- and moderate-income persons. If legal services are solely to settle tenant/landlord disputes, use code 05K.
- 05D Youth Services**
Use code 05D for services for teenagers (ages 13 to 19) that include, for example, recreational services limited to teenagers or a teen counseling program. If a counseling program is targeted for youth but includes counseling for the family as well, it may still be classified as a youth service if the focus is on counseling for youth. However, use GEL, Child Care Services, for services for children up to age 13, and DEN, Abused and Neglected Children, for services for abused children.
- 05E Transportation Services**
Use this code for transportation services. Transportation services for a specific client group should be classified under the code for that client group; for example, use code 05A, Senior Services, for transportation services for the elderly.
- 05F Substance Abuse Services**
Use this code for substance abuse recovery programs as well as prevention/education activities.
- 05G Battered and Abused Spouses**
Use this code only for programs serving adults or families. If the activity is limited to serving abused and neglected children, classify the activity under DEN, Abused and Neglected Children.
- 05H Employment Training**
Use this code for assistance that increases self-sufficiency. This includes literacy, independent living skills, job training, and employment service activities. These activities may be administered by the grantee or a subrecipient, such as a social service agency. When financial assistance will be used to provide job training for the creation of a permanent job (or jobs) with a specific business (or businesses), use code 18A, Economic Development Direct: Direct Financial Assistance to For-Profit Business.

- 05I Crime Awareness/Prevention**
Use this code for any program that promotes these goals, including crime prevention education programs and paying for security guards.
- 05J Fair Housing Activities
(If CDBG, subject to 15 percent public service cap)**
Use this code for fair housing services (e.g., counseling on housing discrimination) when the grantee indicates that a national objective will be met. Use code 21 D when a national objective is not stated.
- 05K Tenant/Landlord Counseling**
Use this code for counseling provided to help prevent or settle disputes that occur between tenants and landlords.
- 05L Child Care Services**
Use this code for services that will benefit children (generally under age 13), including parenting skills classes. However, services exclusively for abused and neglected children should be classified under DEN, Abused and Neglected Children.
- 05M Health Services**
Health services activities include operation of neighborhood clinics, post-rape counseling, vermin abatement services (also known as "vector control"), and other activities designed to serve the health needs of residents. (Exception: Mental health services, which should be classified under 050.)
- 05N Abused and Neglected Children**
Use this code for daycare or other services exclusively for abused and neglected children.
- 05O Mental Health Services**
Use this code for activities designed to address the mental health needs of residents of the community.
- 05P Screening for Lead-Based Paint/Lead Hazards Poisoning**
Use this code for activities designed primarily to provide screening for not removal of lead-based paint and other lead poisoning hazards.

05Q Subsistence Payments

For CDBG, this code should only be used for activities designed to provide one-time or short-term (no more than three months) emergency grant payments on behalf of an individual or family, generally for the purpose of preventing homelessness. Examples include use of CDBG funds to prevent the loss of utilities, or payment of rent/mortgage to prevent eviction.

For other programs, this code may be used for activities that provide tenant subsidies and other payments for expenses **other than** rent or security deposits. If payments are only for rent, code as 05S, Rental Housing Subsidies (HOME Tenant-Based Rental Assistance). Payments for security deposits should be coded 05T, Security Deposits (if HOME, not part of 5 percent Administration cap). For ESG, this code should be used for projects that provide a **range** of homeless prevention assistance, including short-term subsidies to defray rent and utility arrearages for families, security deposits or first month's rent, payments to prevent foreclosure on a home, mediation and legal services, and other similar programs.

05R Homeownership Assistance (Not Direct)

CDBG: **Prior to December 11, 1995**, this category should be used for Homeownership assistance carried out as a public service. Examples include write-down of mortgage costs, payment of closing costs, and down payment assistance. When carried out as a public service, generally the recipients are not 100 percent low- and moderate-income. The national objective should be shown as LMH.

Effective December 11, 1995, Homeownership under 05R is limited to only homebuyer down payment assistance, and the activity must use the LMH (housing) national objective. (**NOTE:** Homeownership assistance provided by the authority of the National Affordable Housing Act should be classified under code 13, Direct Homeownership Assistance.)

05S Rental Housing Subsidies (HOME Tenant-Based Rental Assistance)

Use this code for tenant subsidies exclusively for rental payments, including HOME Tenant-Based Rental Assistance. Under CDBG, effective December 11, 1995, an activity to provide assistance for this purpose must be carried out by a community-based development organization (CHDO); prior to December 11, 1995, the activity must have been carried out by an eligible subrecipient under 570.204.

For ESG, this code should be assigned to homeless prevention projects that only provide rental subsidies.

05T Security Deposits

For all programs, use this code for activities exclusively providing security deposits as a form of tenant subsidy.

03T Operating Costs of Homeless/AIDS Patients Programs

If this code is used for a CDBG-assisted activity, the activity will be included in the public service calculation, because the use of CDBG funds to pay for the cost of operating homeless/AIDS patients programs is a public service. (**NOTE:** If this code will be used for an ESG-funded emergency shelter, the activity will be considered a public facility/service.) This code includes all costs associated with the operation of facilities (such as utilities, maintenance, and insurance) for homeless persons and/or AIDS patients.

Housing

Housing includes new construction, rehabilitation, and delivery costs. For CDBG, housing rehabilitation includes "handy-person," paint, smoke detector, and lock installation programs as well as water and sewer connections to housing. (Landscaping may be included as part of a rehabilitation project when performed in conjunction with other rehabilitation activities.) Code 14A should be used for single-family housing, and 14B should be used for privately owned multi-family rehabilitation.

For CDBG, the rehabilitation of facilities or shelters for homeless persons may not be coded under the 14 series. The construction or rehabilitation of homeless shelters and group homes is not generally considered housing; rather, it is considered "Public facilities" under the CDBG program. However, for programs designed to provide permanent housing for homeless persons (rather than temporary shelter), such rehabilitation may be coded under the 14 series.

For CDBG housing service expenses under 201 K, which is restricted to assisting HOME projects, use the codes that apply to the particular HOME projects.

12 Construction of Housing

Use code 12 for the construction of new housing, including the acquisition of the land on which the housing will be constructed.

ESG funds may not be used for the construction of housing.

13 Direct Homeownership Assistance

Under the HOME program, use this code for Homeownership assistance.

Under the CDBG program, assistance provided to facilitate Homeownership may be in the form of subsidizing interest rates and mortgage principal amounts, payment of closing costs and down payment assistance for low- and moderate-income homebuyers, acquiring guarantees for mortgage financing from private lenders, and financing the acquisition by low- and moderate-income persons of housing they already occupy. The assistance may be provided by the grantee or through a subrecipient, and the LMH (housing) national objective should be used. However, if all recipients are not low- or moderate-income persons, the activity must be classified 05R, Homeownership Assistance, Not Direct.

14A Rehabilitation: Single-Unit Residential

This category includes loans and grants for the rehabilitation of privately owned homes. **NOTE:** Under CDBG, single family means one-unit structures.

14B Rehabilitation: Multi-Unit Residential

For CDBG, this category includes the rehabilitation of buildings with two or more residential units. Under the CDBG program, grantees may use 14B for SROs that will provide permanent housing for low- and moderate income persons, including the elderly or persons with disabilities. SROs intended to provide temporary or transitional housing for homeless persons should be classified under the 03 series, Public Facilities and Improvements, rather than under the 14 series.

14C Public Housing Modernization

This type of activity includes the rehabilitation of housing units owned/operated by a public housing authority (PHA) or an Indian housing authority (IHA).

14D Rehabilitation: Other Publicly Owned Residential Buildings

This type of activity includes housing that is owned by a public entity other than a PHA or an IHA. This category may include SROs that are owned by a public entity other than a PHA or IHA. (CDBG: As discussed under 14B above, if the SROs are to provide permanent housing for low income persons, including the elderly or handicapped persons, they may be classified under 14D if they are owned by a public entity other than a PHA or IHA. If such SROs are intended to provide temporary shelter or transitional housing for homeless persons, they should be classified under the 03 series, Public Facilities and Improvements, rather than under the 14 series.)

14F Energy Efficiency Improvements

Code 14F should be used only when it is clear that the activity being funded is a rehabilitation program for the sole purpose of promoting energy efficiency (e.g., a weatherization program).

If an activity will provide energy-efficiency improvements for public housing units or other publicly owned residential buildings, it should be classified as 14C or 14D, as appropriate.

14G Acquisition For Rehabilitation

CDBG: Use code 14G when property is acquired in order that it may be rehabilitated for housing. (Use codes 01 or 17A for other acquisition activities.) 14G may be used to reflect the cost of only the acquisition if the rehabilitation costs will be paid from another source, or it may also include both the costs of acquisition and rehabilitation if the cost of the rehabilitation is also paid with CDBG funds.

For the HOME program, use this code for the acquisition of a structure that requires rehabilitation and will be used to provide affordable rental housing or Homeownership units.

14H Rehabilitation Administration

Use this code for all activity delivery costs (including staff, other direct costs, and service costs) directly related to carrying out housing rehabilitation activities. Examples of these include architectural, engineering, appraisal, and other professional services; preparation of work specifications and work write-ups; loan processing and loan origination fees; surveys, site, and utility plans; application processing; and other fees involving housing rehabilitation.

The costs of administering one or more rehabilitation programs may be classified as separate activities or they may be included as part of the total cost of each rehabilitation activity. Similarly, activities such as "rehabilitation counseling" may be included as part of housing rehabilitation activities coded 14A-14D and 14F. When housing rehabilitation administration is classified in the 14 series, a national objective must be identified. However, housing rehabilitation administration may be included under General Program Administration, code 21, without a national objective being identified. If classified in this manner, though, the activity will be included under the 20 percent Planning and Administration cap.

14I Lead-Based Paint/Lead Hazard Test/Abatement

Use this code when the primary goal of a housing rehabilitation activity is for lead-based paint and hazard evaluation and reduction.

16A Residential Historic Preservation

This code should only be used for the rehabilitation of historic residential structures.

19A This is not a valid code.

Refer to code 21H. HOME Administration/Planning Costs of PJs.

19B This is not a valid code.

Refer to code 211, HOME CHDO Operating Expenses.

Commercial/Industrial Improvements by Grantee or Non-Profit

These codes may be used to identify special economic development activities carried out by the grantee or through a public or private non-profit subrecipient. Under this series, CDBG funds are not given to a specific for-profit business or businesses. Assistance to for-profits for economic development projects should be classified under the 18 series.

17A Commercial/Industrial Land Acquisition/Disposition

Use code 17A if the grantee or subrecipient will acquire land, clear structures, or package commercial or industrial property for a special economic development activity, like creating an industrial park.

17B Commercial/Industrial Infrastructure Development

Use code 17B if the grantee or subrecipient will make street improvements, water improvements, parking additions, rail transport improvements, or other improvements to a site for a special economic development activity. This category may include installation of public improvements in an industrial site or construction of streets/roads to and through commercial/industrial areas.

17C Commercial/Industrial Building Acquisition, Construction, Rehabilitation

Use code 17C if the grantee or subrecipient will acquire, construct, or rehabilitate a commercial/industrial building for a special economic development activity.

17D Other Commercial/Industrial Improvements

Use this code for other commercial and industrial improvements undertaken by the grantee or a non-profit for a special economic development activity that is not covered by 17A, 17B, or 17C.

Direct Economic Development Assistance to Private For-Profits

Direct assistance to a for-profit entity, provided either by the grantee or through a subrecipient, should be classified under the 18 series.

14E Rehabilitation: Publicly or Privately Owned Commercial/Industrial

Use code 14E only if the rehabilitation will be limited to improvements to the exterior of a commercial building (generally referred to as "facade improvements") or to the correction of code violations.

NOTE: Rehabilitation of public facilities should be classified under the 03 series, Public Facilities and Improvements. Also, code 17C (Commercial/Industrial Building Acquisition, Construction, and Rehabilitation) should be used for commercial and industrial building rehabilitation conducted by the grantee or a non-profit as part of a special economic development activity. Code 17B (Commercial/Industrial Infrastructure Development) should be used to indicate funds a grantee or non-profit subrecipient uses to rehabilitate a privately owned commercial/industrial building.

18A ED Direct: Direct Financial Assistance to For-Profit Business

Use code 18A if the grantee or subrecipient will provide financial assistance to a for-profit business. Examples may include loans, loan guarantees, or grants to acquire property, clear structures, construct or rehabilitate a building, and/or purchase equipment. Activities coded 18A generally use a national objective code of LMJ (indicating a benefit to low and moderate-income persons on the basis of the creation or retention of jobs) and report job creation/retention accomplishments.

18B ED Direct: Technical Assistance

Use code 18B if a grantee or subrecipient will provide technical assistance to for-profit businesses. This includes workshops, marketing, or referrals.

18C Micro-Enterprise Assistance

Use code 18C for activities that involve providing financial assistance, technical assistance, or general support services/programs to owners of and persons developing micro-enterprises. (A micro-enterprise is a business with five or fewer employees, including the owner(s).)

General Administrative and Planning Costs

20 Planning

Use code 20 for planning activities identified by the grantee—except those planning activities conducted by HOME participating jurisdictions (PJs), which should be coded 21H.

Examples of the types of activities included under planning and capacity building include development of comprehensive plans (for example, a consolidated plan), energy strategies, community development plans, environmental studies, area neighborhood plans, and functional plans. **NOTE:** A national objective is not required for planning activities.

21A General Program Administration

This code is used to indicate reasonable costs of overall program management, coordination, monitoring, and evaluation. Such costs include (but are not limited to) salaries, wages, and related costs of the recipient's staff or other staff engaged in program administration, which includes (but is not limited to) providing information about the program, preparing program budgets and schedules, preparing reports, and other costs for goods or services needed for administration of the program. This code should also be used to report the use of CDBG funds to administer a federally designated Empowerment Zone or Enterprise Community, or to administer the HOME program.

21B Indirect Costs

Use this code to indicate costs charged to a program under an indirect cost allocation plan.

21C Public Information

This code is used for the provision of information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of activities.

21D Fair Housing Activities

(Subject to 20 percent Administration cap.) Use code 21 D to identify fair housing activities that are to be included among General Program Administration activities. Fair housing activities classified under 21D are subject to the 20 percent Planning and Administration cap but do not have to have a national objective identified. (**NOTE:** Fair housing activities carried out as a public service rather than as part of program administration may be classified under 05J, Fair Housing Activities.)

21E Submissions or Applications for Federal Programs

Use this code for the preparation of documents required for submission to HUD to receive funds under the CDBG program and to prepare applications for other federal programs when the grantee has determined that such activities are necessary to achieve its community development needs.

21F This is not a valid code.

Refer to code 05S, Rental Housing Subsidies (HOME Tenant-Based Rental Assistance).

21G This is not a valid code.

Refer to code 05T, Security Deposits.

**21H HOME Administration/Planning Cost of PJs
(Subject to 10 percent Administration cap.)**

Administration and planning costs of a HOME participating jurisdiction (PJ) may include program management, coordination, planning, monitoring, and evaluation activities.

**21I HOME CHDO Operating Expenses
(Subject to 5 percent Operating Expenses cap.)**

Use this code to indicate expenses incurred for operating costs associated with a CHDO carrying out its activities. The actual costs of new housing construction, acquisition, and rehabilitation should not be assigned this code.

04 Clearance and Demolition

Included under this code are activities that involve the clearance or demolition of buildings and improvements, or the movement of structures to other sites.

04A Clean-up of Contaminated Sites/Brownfields

Use this code for activities that are designed primarily for cleaning toxic/environmental waste or contamination from a site.

06 Interim Assistance

There are two circumstances under which the Interim Assistance code may be used:

- a. When making limited improvements (e.g., repair of streets, sidewalks, or public buildings) to areas with determinable signs of physical deterioration when the improvements are intended to arrest deterioration prior to permanent improvements being made.
- b. When the activity will alleviate an emergency condition threatening public health and safety, such as emergency removal of tree limbs or other debris after a major storm.

07 Urban Renewal Completion

This code should be used only if the assistance will be used for the completion of urban renewal projects. (This code refers to the close-out of the urban renewal categorical grant program that preceded CDBG; active urban renewal projects that are now being completed are generally located in large cities.) Activities involving downtown renewal, downtown redevelopment, or urban renewal should NOT be coded 07 unless it is clear that the activity will result in the closing out of an urban renewal project.

08 Relocation

Funds may be used for relocation payments and assistance to displaced persons, including individuals, families, businesses, non-profit organizations, and farms.

09 Loss of Rental Income

This activity involves the use of funds to pay housing owners for the loss of rental income incurred by holding (for temporary periods) housing units to be used for the relocation of individuals and families displaced by CDBG-assisted activities.

10 Removal of Architectural Barriers

NOTE: This code should NOT be used for activities assisted on or after December 11, 1995. Effective December 11, 1995, assisted activities must be classified as either Housing under the 14 series or as Public Facilities and Improvements under the 03 series.

Use this code for activities assisted prior to December 11, 1995, when the activity was undertaken for the purpose of improving the accessibility of facilities for persons with disabilities. Some common activities within this category include curb cuts, wheelchair ramps, or alterations to buildings for increasing handicapped accessibility, such as wider doorways or elevators. This code should be used for public facilities, buildings, or private residences where CDBG funds are used to remove barriers for increasing handicapped accessibility.

11 Privately Owned Utilities

This code should be used for an activity that involves the use of CDBG funds to acquire, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including placing new or existing distribution facilities and lines underground.

15 Code Enforcement

Code enforcement involves the payment of salaries and overhead costs directly related to the enforcement of local codes. Use this code only for payment of costs associated with property inspection and follow-up action, such as legal proceedings. If CDBG funds will be used to correct code violations, use the appropriate rehabilitation code.

16B Non-Residential Historic Preservation

This code should be used for any non-residential historic building that will be rehabilitated. Examples include the rehabilitation of an historic building for use by an historic preservation society, the renovation of an historic building for use as a museum, or the renovation of an historic building for use as a neighborhood facility.

19C CDBG Non-Profit Organization Capacity Building

Use this code for activities funded under the CDBG program that increase the capacity of non-profit organizations to carry out eligible neighborhood revitalization or economic development activities. Activities that strengthen non-profits may include providing staff with specialized training and technical assistance.

19D CDBG Assistance to Institutions of Higher Education

Use this code when assistance is provided to institutions of higher education that have demonstrated a capacity to carry out eligible activities.

19E CDBG Operation and Repair of Foreclosed Property

This code should be used for activities that use CDBG funds to make essential repairs and to pay operating expenses necessary to maintain the habitability of housing units acquired through tax foreclosure in order to prevent abandonment and deterioration of such housing primarily in low- and moderate-income neighborhoods.

19F Repayments of Section 108 Loan Principal

Use this code to indicate repayment of principal for a Section 108 Loan Guarantee.

21 Unprogrammed Funds

This code should only be used to identify funds that have not been programmed for use. This category may include funds identified as reserve or contingency funds.

**HUD – Office of Community Planning and Development
Revised 3/98**

RESOLUTION NO. 15-_____

**A RESOLUTION OF THE CITY OF CUDAHY CITY
COUNCIL APPROVING PROJECTS/PROGRAMS FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDING DURING THE 2016-17 FISCAL YEAR**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Cudahy (“City”) has been designated an “Entitlement City” by the United States Department of Housing and Urban Development, which entitles the City to receive an annual allocation of Community Development (“CDBG”) funds to implement housing and community development projects throughout the City; and

WHEREAS, the City has received notification of the availability of \$325,861 in Federal CDBG funds to further the attainment of these goals during Fiscal Year 2016-2017; and

WHEREAS, community-based and other local non-profit organizations that serve the residents of Cudahy have been invited to submit proposals for the utilization of these funds; and

WHEREAS, the Cudahy City Council has published information regarding eligible activities under the Act and has conducted a public hearing to solicit suggestions from the community for the utilization of these funds.

NOW, THEREFORE, BE IT RESOLVED, that the Cudahy City Council hereby allocates the City’s available CDBG funds for the following purposes:

Single Unit Housing Rehabilitation	\$ 132,456
Business Assistance Program	\$ 23,403
Code Enforcement	\$ 120,391
Clara Park Senior Services	\$ 21,000
Clara Street Park Food Distribution	<u>\$ 28,611</u>
Total	\$ 325,861

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 14th day of December, 2015.

Cristian Markovich
Mayor

ATTEST:

Laura Valdivia
Interim City Clerk