

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



CUDAHY CITY
COUNCIL CHAMBERS
5240 Santa Ana Street
Cudahy, Ca, 90201
Phone: (323) 773-5143
Fax: (323) 77102072

AGENDA

REGULAR JOINT MEETING
OF THE CUDAHY CITY COUNCIL
And the CITY OF CUDAHY AS SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
And SPECIAL JOINT MEETING of the CITY OF CUDAHY AS SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
And the CUDAHY ECONOMIC DEVELOPMENT CORPORATION

Tuesday, December 16, 2014 – 6:30 P.M.

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

4. INVOCATION

5. PRESENTATIONS – None

6. ORAL COMMUNICATONS

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

RECESS CITY COUNCIL.

**SPECIAL MEETING
JOINT MEETING Of the
CITY OF CUDAHY AS SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION AND
ECONOMIC DEVELOPMENT CORPORATION**

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

RECESS TO CLOSED SESSION

CLOSED SESSION

- A. Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) potential matter] – This Matter will be heard jointly by the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency and the Cudahy Economic Development Corporation

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

ADJOURN ECONOMIC DEVELOPMENT CORPORATION.

RECONVENE REGULAR JOINT MEETING OF THE CUDAHY CITY COUNCIL AND CUDAHY CITY COUNCIL AS SUCCESSOR AGENCY TO THE CUDAHY DEVELOPMENT COMMISSION.

7. CITY COUNCIL COMMENTS

(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.)

8. CITY MANAGER REPORT (information only)

9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

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

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

10. CONSENT CALENDAR

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

- A. A Request to Approve the City Demands and Payroll Including Cash and Investment Report for the Month of October 2014

Presented by Finance Department

Recommendation: Approve the City Demands and Payroll including Cash and Investment Report for the month of October 2014.

- B. A Request to Approve the Local Agency Investment Fund (LAIF) for the Month of October 2014

Presented by Finance Department

Recommendation: Approve the Local Agency Investment Fund (LAIF) for the Month of October 2014.

CONSENT CALENDAR ITEM 10 (continued)

- C. Continued from the Special Meeting of November 25, 2014 and continued from the Regular Meeting of December 2, 2014 - Approve Renewal of the City-County Municipal Services Agreement with the County of Los Angeles Department of Animal Care and Control Contract for Fiscal Year (FY) 2014-15 Service Level Request

Presented by City Manager

Recommendation: Approve Services Agreement with the County of Los Angeles Department of Animal Care and Control for Animal Control Services, Effective July 1, 2014 through June 30, 2019 and FY 2014-15 Service Level Request – Billing Rates.

- D. Approve First Amendment to Professional Services Agreement (PSA) with Data Ticket, Inc. for Plan Checking Services

Recommendation: Approve the first amendment to the existing Professional Services Agreement (PSA) with Data Ticket, Inc. in the Amount of \$12,000 and associated fees for permits fulfillment for the development and administration of the an online permit application for the City's Pilot Overnight Parking Policy and Program (1/1/15-6/30/15).

- E. Council Co-Sponsorship of Special Event

Presented by City Manager

Recommendation: Approve a one-time fee waiver to the Tigers Cudahy Soccer Club for the use of Leo P. Turner Hall located at Clara Street Park, 4835 Clara Street, Cudahy, CA 90201, between the hours of 5:00 PM and 11:00 PM.

- F. Approve First Amendment to the Professional Services Agreement (PSA with Vasquez & Company, LLP for Submission of Financial Transaction Reports to State Controller's Office.

- G. Recommendation from the Aging and Senior Citizen Commission Regarding Bingo

Presented by City Manager

Recommendation: The Aging and Senior Citizen Commission recommends that:

1. Senior group cease previous ongoing bingo activities;
2. If Senior group wants to continue with bingo activities that they be done in a "Donation based" only;
3. Allow past bingo participants to claim and collect up to five games worth of monies for a period of 15 days. The remaining unclaimed monies be given to the City of Cudahy as a donation to the Senior Center; and
4. Commission search for an established non-profit organization that can manage bingo activities for approximately three years. *(continued on following page)*

CONSENT CALENDAR ITEM 10 G. (continued)

Due to the upcoming holidays, the City Council is requested to receive and file, while staff researches more and presents the Council with a plan on the January 20, 2014, City Council Meeting.

11. CITY COUNCIL BUSINESS SESSION

A. Appointment to Fill an Unexpired Term on the Planning Commission

Presented by Interim City Clerk

Recommendation: Appoint Vincent Huante to fill an unexpired term ending April 30, 2016 to the Planning Commission

B. Resolution No. 14-82, Adopting the City Council Meeting Rules of Procedure, Debate and Decorum Policy

Presented by City Manager

Recommendation: Adopt Resolution No. 14-82.

C. Procedures for Placing Items on the Agenda

Presented by City Manager

Recommendation: Provide direction to the City Attorney as to whether the City Council would like to amend the City's existing procedures for placing items on the City Council meeting agenda.

12. COUNCIL DISCUSSION - None

13. ORAL COMMUNICATIONS (Closed Session)

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

RECESS TO CLOSED SESSION

14. CLOSED SESSION

- A. Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) potential matter] – This Matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency**

CLOSED SESSION ITEM 14 (continued)

- B. 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]

- C. 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]

RECONVENE TO OPEN SESSION

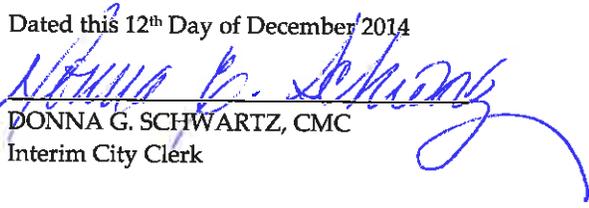
15. CLOSED SESSION ANNOUNCEMENT

16. ADJOURNMENT

Cudahy City Council/Agency will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Tuesday, January 5, 2015 at 6:30 p.m.

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

Dated this 12th Day of December 2014


DONNA G. SCHWARTZ, CMC
Interim City Clerk



Item Number

10A

STAFF REPORT

Date: December 16, 2014
To: Honorable Mayor & Council Members
From: Jose E. Pulido, City Manager
By: Steven Dobrenen, Finance Director
Subject: **Demands and Payroll for the Month of October 2014 Including Cash and Investment Report by Fund for the Month of October 2014**

RECOMMENDATION

The City Council is requested to approve the Demands and Payroll for the month of October 2014 including Cash and Investment Report by Fund for the month of October 2014.

BACKGROUND

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 attached Check Register Report and Cash and Investment Report by Fund October 2014 indicate that the Cash and Investment balance was sufficient to apply to the disbursements for the month of October 2014. Furthermore, 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..."

ANALYSIS

The following listed demands and payroll have been audited by the Finance Department:

Computer warrants	37727 - 37846
Void checks	None
Total amount disbursed	\$526,416.82

Payroll Warrants including payroll taxes and insurance premiums:

	<u>October 2, 2014</u>	<u>October 16, 2014</u>	<u>October 30, 2014</u>
Issued Warrants Number	18643 - 18717	18718 - 18777	18778 - 18826
Voided Warrants		18774	
Issued Warrants Amounts	\$ 12,814.78	\$ 6,786.25	\$ 4,283.12
Direct Deposits (a)	56,998.33	54,448.28	54,369.08
CalPERS Direct Deposit (b)	29,690.82		
CalPERS Direct Deposit (c)	17,140.36		
Payroll taxes (d)	<u>11,577.36</u>	<u>11,289.03</u>	<u> </u>
Total Amount	\$128,221.65	\$72,523.56	\$58,652.20

Note (a) - Employees / Council members / commissioners

Note (b) - Payments for CalPERS medical insurance

Note (c) - Payments for CalPERS retirement contributions

Note (d) - Federal and State payroll taxes

The sufficiency of funds in the treasury is detailed on the attached Cash and Investment Report by Fund.

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. It is requested the listed demands be ratified and approved for payment and the payment of payroll be ratified and approved.

FINANCIAL IMPACT

The Disbursement Report by Fund on the last page of the attachments indicate how the total disbursements of \$786,581.62 were distributed to the Funds of the City.

ATTACHMENTS

- A. Check Register Report
- B. Cash and Investment Report by Fund October, 2014

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Date: 11/12/2014

Time: 4:04 pm

Page: 1

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																														
37727	10/07/2014	4550 Printed	235- PRAXAIR DISTRIBUTION INC. CYLINDER RENTAL	41.08 0.00	41.08																														
				Check Amount	41.08																														
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Ref#	GL Number	Gross	Discount	Amount																															
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37728	10/07/2014	9603 Printed	ALLY 2010 GMC SIERRA TRUCK	482.90 0.00	482.90																														
				Check Amount	482.90																														
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25837	257-4780-6393.000	482.90	0.00	482.90																															
37729	10/07/2014	7995 Printed	AMERICAN CITY PEST CONTROL PEST CONTROL SEPTEMBER 2014	484.00 0.00	484.00																														
				Check Amount	484.00																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25862</td> <td>001-4025-6758.000</td> <td style="text-align: right;">101.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">101.00</td> </tr> <tr> <td>25863</td> <td>001-4025-6758.000</td> <td style="text-align: right;">101.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">101.00</td> </tr> <tr> <td>25864</td> <td>001-4025-6758.000</td> <td style="text-align: right;">117.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">117.00</td> </tr> <tr> <td>25865</td> <td>001-4025-6758.000</td> <td style="text-align: right;">64.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">64.00</td> </tr> <tr> <td>25866</td> <td>001-4025-6758.000</td> <td style="text-align: right;">101.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">101.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25862	001-4025-6758.000	101.00	0.00	101.00	25863	001-4025-6758.000	101.00	0.00	101.00	25864	001-4025-6758.000	117.00	0.00	117.00	25865	001-4025-6758.000	64.00	0.00	64.00	25866	001-4025-6758.000	101.00	0.00	101.00
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25863	001-4025-6758.000	101.00	0.00	101.00																															
25864	001-4025-6758.000	117.00	0.00	117.00																															
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25866	001-4025-6758.000	101.00	0.00	101.00																															
37730	10/07/2014	10123 Printed	B & V GROUP CORPORATION VEHICLE MAINTENANCE	82.00 0.00	82.00																														
				Check Amount	82.00																														
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37731	10/07/2014	10078 Printed	BEARCOM WIRELESS WORLDWIDE FCC LICENSING FILING FEE	267.05 0.00	267.05																														
				Check Amount	267.05																														
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25848	001-4020-6375.000	267.05	0.00	267.05																															
37732	10/07/2014	0552 Printed	BELL PLUMBING & HEATING SERVICE UTILITY ROOM @ CLARA	85.00 0.00	85.00																														
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37733	10/07/2014	10147 Printed	CARDENAS GUILLERMO REFUND - SOFTBALL SEASON	50.00 0.00	50.00																														
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25857</td> <td>001-0000-4990.000</td> <td style="text-align: right;">50.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">50.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25857	001-0000-4990.000	50.00	0.00	50.00																				
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37734	10/07/2014	8061 Printed	CELEDON'S EXER. EQUIP. SERV. SERVICE FITNESS ROOM EQUIPMENT	949.00 0.00	949.00																														
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Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Date: 11/12/2014

Time: 4:04 pm

Page: 2

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				55.00	
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				4,493.66	
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				900.00	
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37740	10/07/2014	10005 Printed	DAPEER, ROSENBLIT & LITVAK PROFESSIONAL SERVICES AUGUST	105.48	105.48
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				105.48	
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37741	10/07/2014	4376 Printed	DELL MARKETING LP CO DELL USA COMPUTER CITY MANAGER'S OFFICE	948.74	948.74
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				65.39	
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Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Date: 11/12/2014

Time: 4:04 pm

Page: 3

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																														
37742	10/07/2014	8017 Printed	DEPARTMENT OF CONSERVATION STRONG MOTION JULY - SEPTEMBER	37.08 0.00	37.08																														
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Ref#	GL Number	Gross	Discount	Amount																															
25826	001-4212-6779.000	37.08	0.00	37.08																															
37743	10/07/2014	10018 Printed	ESTRADA HILDA INTERPRETER SEPT 24, 2014	400.00 0.00	400.00																														
				Check Amount	400.00																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25827</td> <td>001-4001-6720.000</td> <td style="text-align: right;">400.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">400.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25827	001-4001-6720.000	400.00	0.00	400.00																				
Ref#	GL Number	Gross	Discount	Amount																															
25827	001-4001-6720.000	400.00	0.00	400.00																															
37744	10/07/2014	8018 Printed	FERNANDO'S HARDWARE & LUMBER RECREATION CHALK MARKING LANES	617.34 0.00	617.34																														
				Check Amount	617.34																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25830</td> <td>001-4350-6210.000</td> <td style="text-align: right;">617.34</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">617.34</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25830	001-4350-6210.000	617.34	0.00	617.34																				
Ref#	GL Number	Gross	Discount	Amount																															
25830	001-4350-6210.000	617.34	0.00	617.34																															
37745	10/07/2014	9948 Printed	FIERRO MARTHA REFUND - SOFTBALL SEASON	40.00 0.00	40.00																														
				Check Amount	40.00																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25858</td> <td>001-0000-4990.000</td> <td style="text-align: right;">40.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">40.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25858	001-0000-4990.000	40.00	0.00	40.00																				
Ref#	GL Number	Gross	Discount	Amount																															
25858	001-0000-4990.000	40.00	0.00	40.00																															
37746	10/07/2014	10145 Printed	FRED PRYOR SEMINARS PAYROLL LAW SEMINAR 2015	149.00 0.00	149.00																														
				Check Amount	149.00																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25855</td> <td>001-4155-6392.000</td> <td style="text-align: right;">149.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">149.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25855	001-4155-6392.000	149.00	0.00	149.00																				
Ref#	GL Number	Gross	Discount	Amount																															
25855	001-4155-6392.000	149.00	0.00	149.00																															
37747	10/07/2014	10146 Printed	GONZALEZ MONIQUE REFUND - SOFTBALL SEASON	40.00 0.00	40.00																														
				Check Amount	40.00																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25856</td> <td>001-0000-4990.000</td> <td style="text-align: right;">40.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">40.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25856	001-0000-4990.000	40.00	0.00	40.00																				
Ref#	GL Number	Gross	Discount	Amount																															
25856	001-0000-4990.000	40.00	0.00	40.00																															
37748	10/07/2014	2139 Printed	HINDERLITER DELLAMAS & ASST SALES TAX 3RD QUATER	914.61 0.00	914.61																														
				Check Amount	914.61																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25850</td> <td>001-4155-6720.000</td> <td style="text-align: right;">914.61</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">914.61</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25850	001-4155-6720.000	914.61	0.00	914.61																				
Ref#	GL Number	Gross	Discount	Amount																															
25850	001-4155-6720.000	914.61	0.00	914.61																															
37749	10/07/2014	2378 Printed	ITL, INC. FUEL	2,790.85 0.00	2,790.85																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25845</td> <td>001-4502-6040.000</td> <td style="text-align: right;">205.09</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">205.09</td> </tr> <tr> <td>25845</td> <td>001-4530-6040.000</td> <td style="text-align: right;">264.20</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">264.20</td> </tr> <tr> <td>25845</td> <td>001-4410-6040.000</td> <td style="text-align: right;">323.14</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">323.14</td> </tr> <tr> <td>25846</td> <td>001-4020-6040.000</td> <td style="text-align: right;">60.37</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">60.37</td> </tr> <tr> <td>25846</td> <td>001-4502-6040.000</td> <td style="text-align: right;">190.92</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">190.92</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25845	001-4502-6040.000	205.09	0.00	205.09	25845	001-4530-6040.000	264.20	0.00	264.20	25845	001-4410-6040.000	323.14	0.00	323.14	25846	001-4020-6040.000	60.37	0.00	60.37	25846	001-4502-6040.000	190.92	0.00	190.92
Ref#	GL Number	Gross	Discount	Amount																															
25845	001-4502-6040.000	205.09	0.00	205.09																															
25845	001-4530-6040.000	264.20	0.00	264.20																															
25845	001-4410-6040.000	323.14	0.00	323.14																															
25846	001-4020-6040.000	60.37	0.00	60.37																															
25846	001-4502-6040.000	190.92	0.00	190.92																															

Check Register Report

Date: 11/12/2014

Time: 4:04 pm

Page: 4

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount	
	25846	001-4530-6040.000		310.21	0.00	310.21
	25846	001-4410-6040.000		124.95	0.00	124.95
	25860	001-4410-6040.000		142.33	0.00	142.33
	25860	001-4230-6040.000		52.15	0.00	52.15
	25860	001-4530-6040.000		218.14	0.00	218.14
	25860	201-4425-6040.000		105.12	0.00	105.12
	25861	001-4410-6040.000		115.16	0.00	115.16
	25861	001-4502-6040.000		43.54	0.00	43.54
	25861	001-4020-6040.000		62.71	0.00	62.71
	25861	001-4530-6040.000		306.07	0.00	306.07
	25861	201-4425-6040.000		266.75	0.00	266.75
			Check Amount			2,790.85
37750	10/07/2014	8057 Printed	KONICA MINOLTA BUSINESS MONTHLY SERV DIGITAL AUGUST	218.72		218.72
				0.00		
	Ref#	GL Number	Gross	Discount	Amount	
	25836	001-4020-6370.000	218.72	0.00	218.72	
			Check Amount			218.72
37751	10/07/2014	9668 Printed	KONICA MINOLTA BUSINESS KONICA MINOLTA COPIER LEASE	236.38		236.38
				0.00		
	Ref#	GL Number	Gross	Discount	Amount	
	25840	001-4020-6323.000	236.38	0.00	236.38	
			Check Amount			236.38
37752	10/07/2014	10080 Printed	MAIL FINANCE POSTAGE MACHINE JUL 23-OCT 22	285.61		285.61
				0.00		
	Ref#	GL Number	Gross	Discount	Amount	
	25841	001-4020-6385.000	285.61	0.00	285.61	
			Check Amount			285.61
37753	10/07/2014	1338-1 Printed	METROPOLITAN TRANSPORTATION TAP MAY 2014	7,336.00		7,336.00
				0.00		
	Ref#	GL Number	Gross	Discount	Amount	
	25823	251-4760-6550.000	3,093.00	0.00	3,093.00	
	25824	251-4760-6550.000	4,243.00	0.00	4,243.00	
			Check Amount			7,336.00
37754	10/07/2014	9962 Printed	MUNI TEMPS STAFFING CITY CLERK SERV 7/24 - 7/25	687.13		687.13
				0.00		
	Ref#	GL Number	Gross	Discount	Amount	
	25812	001-4008-6720.000	687.13	0.00	687.13	
			Check Amount			687.13
37755	10/07/2014	10081 Printed	NEOFUNDS BY NEOPOST POSTAGE	800.00		800.00
				0.00		
	Ref#	GL Number	Gross	Discount	Amount	
	25829	001-4020-6385.000	800.00	0.00	800.00	
			Check Amount			800.00
37756	10/07/2014	5187 Printed	OCCUPATIONAL HEALTH SERVICES PRE-EMPLOYMENT HEALTH EXAM	310.00		310.00
				0.00		

Check Register Report

City of Cudahy BANK: WELLS FARGO BANK Date: 11/12/2014
Time: 4:04 pm
Page: 5

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
37757	10/07/2014	1978 Printed	OFFICE DEPOT BUSINESS TONER & FILING FOLDER	310.00	310.00
				0.00	310.00
				90.95	90.95
Ref#	GL Number	Gross	Discount	Amount	
25844	001-4015-6320.000	310.00	0.00	310.00	
				Check Amount	310.00
37758	10/07/2014	5537 Printed	PSI PRINTING SYSTEM INC. LASER A/P CHECKS 38081-39180	213.14	213.14
				0.00	213.14
				90.95	90.95
Ref#	GL Number	Gross	Discount	Amount	
25842	610-4930-6720.000	74.83	0.00	74.83	
25842	001-4155-6080.000	16.12	0.00	16.12	
				Check Amount	90.95
37759	10/07/2014	5489 Printed	SOURCE ONE COPIER PAPER	215.10	215.10
				0.00	215.10
				215.10	215.10
Ref#	GL Number	Gross	Discount	Amount	
25843	001-4020-6080.000	213.14	0.00	213.14	
				Check Amount	213.14
37760	10/07/2014	10004 Printed	TALAMANTES ROBERT DJ SERVICE HALLOWEEN EVENT	700.00	700.00
				0.00	700.00
				215.10	215.10
Ref#	GL Number	Gross	Discount	Amount	
25847	001-4020-6080.000	71.70	0.00	71.70	
25847	001-4350-6080.000	35.85	0.00	35.85	
25852	001-4350-6080.000	35.85	0.00	35.85	
25852	001-4020-6080.000	71.70	0.00	71.70	
				Check Amount	215.10
37761	10/07/2014	10139 Printed	TEAM EXPRESS BASEBALL UNIFORMS	700.00	700.00
				0.00	700.00
				4,871.45	4,871.45
Ref#	GL Number	Gross	Discount	Amount	
25849	001-4310-6585.000	700.00	0.00	700.00	
				Check Amount	700.00
37762	10/07/2014	8292 Printed	URBAN FUTURES, INC. REAL ESTATE ADVISORY	1,312.50	1,312.50
				0.00	1,312.50
				4,871.45	4,871.45
Ref#	GL Number	Gross	Discount	Amount	
25821	001-4350-6250.000	4,871.45	0.00	4,871.45	
				Check Amount	4,871.45
37763	10/07/2014	9707 Printed	VELOZ ALBERTO UMPIRE SEPTEMBER 2014	140.00	140.00
				0.00	140.00
				1,312.50	1,312.50
Ref#	GL Number	Gross	Discount	Amount	
25835	610-4930-6720.000	1,312.50	0.00	1,312.50	
				Check Amount	1,312.50
37764	10/07/2014	9707 Printed	VELOZ ALBERTO UMPIRE SEPTEMBER 2014	140.00	140.00
				0.00	140.00
				140.00	140.00
Ref#	GL Number	Gross	Discount	Amount	
25833	001-4350-6590.000	140.00	0.00	140.00	
				Check Amount	140.00

Check Register Report

Date: 11/12/2014

Time: 4:04 pm

Page: 6

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																														
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<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>25834</td> <td>001-4350-6590.000</td> <td>253.00</td> <td>0.00</td> <td>253.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25834	001-4350-6590.000	253.00	0.00	253.00																				
Ref#	GL Number	Gross	Discount	Amount																															
25834	001-4350-6590.000	253.00	0.00	253.00																															
37765	10/07/2014	9736 Printed	VILLELA ABRAHAM UMPIRE SEPTEMBER 2014	44.00 0.00	44.00																														
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<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>25851</td> <td>001-4350-6590.000</td> <td>44.00</td> <td>0.00</td> <td>44.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25851	001-4350-6590.000	44.00	0.00	44.00																				
Ref#	GL Number	Gross	Discount	Amount																															
25851	001-4350-6590.000	44.00	0.00	44.00																															
37766	10/07/2014	9951 Printed	WILLDAN ENGINEER SERVICES AUGUST 2014	2,845.00 0.00	2,845.00																														
				Check Amount	2,845.00																														
<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>25813</td> <td>001-4215-6720.000</td> <td>350.00</td> <td>0.00</td> <td>350.00</td> </tr> <tr> <td>25814</td> <td>001-4216-6720.000</td> <td>2,495.00</td> <td>0.00</td> <td>2,495.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25813	001-4215-6720.000	350.00	0.00	350.00	25814	001-4216-6720.000	2,495.00	0.00	2,495.00															
Ref#	GL Number	Gross	Discount	Amount																															
25813	001-4215-6720.000	350.00	0.00	350.00																															
25814	001-4216-6720.000	2,495.00	0.00	2,495.00																															
37767	10/14/2014	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERV	86.76 0.00	86.76																														
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<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>25871</td> <td>001-4020-6390.000</td> <td>46.63</td> <td>0.00</td> <td>46.63</td> </tr> <tr> <td>25871</td> <td>001-4350-6390.000</td> <td>40.13</td> <td>0.00</td> <td>40.13</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25871	001-4020-6390.000	46.63	0.00	46.63	25871	001-4350-6390.000	40.13	0.00	40.13															
Ref#	GL Number	Gross	Discount	Amount																															
25871	001-4020-6390.000	46.63	0.00	46.63																															
25871	001-4350-6390.000	40.13	0.00	40.13																															
37768	10/14/2014	0057-2 Printed	AT & T PHONE SERVICE LANDLINE PHONE SERVICE	1,798.01 0.00	1,798.01																														
				Check Amount	1,798.01																														
<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>25868</td> <td>001-4025-6390.000</td> <td>808.99</td> <td>0.00</td> <td>808.99</td> </tr> <tr> <td>25868</td> <td>001-4501-6390.000</td> <td>298.31</td> <td>0.00</td> <td>298.31</td> </tr> <tr> <td>25868</td> <td>001-4020-6390.000</td> <td>301.40</td> <td>0.00</td> <td>301.40</td> </tr> <tr> <td>25868</td> <td>001-4350-6390.000</td> <td>250.70</td> <td>0.00</td> <td>250.70</td> </tr> <tr> <td>25872</td> <td>001-4350-6390.000</td> <td>138.61</td> <td>0.00</td> <td>138.61</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25868	001-4025-6390.000	808.99	0.00	808.99	25868	001-4501-6390.000	298.31	0.00	298.31	25868	001-4020-6390.000	301.40	0.00	301.40	25868	001-4350-6390.000	250.70	0.00	250.70	25872	001-4350-6390.000	138.61	0.00	138.61
Ref#	GL Number	Gross	Discount	Amount																															
25868	001-4025-6390.000	808.99	0.00	808.99																															
25868	001-4501-6390.000	298.31	0.00	298.31																															
25868	001-4020-6390.000	301.40	0.00	301.40																															
25868	001-4350-6390.000	250.70	0.00	250.70																															
25872	001-4350-6390.000	138.61	0.00	138.61																															
37769	10/14/2014	9740 Printed	CCMS, INC. INTERIM STAFFING AUGUST 29TH	656.25 0.00	656.25																														
				Check Amount	656.25																														
<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>25870</td> <td>001-4008-6720.000</td> <td>656.25</td> <td>0.00</td> <td>656.25</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25870	001-4008-6720.000	656.25	0.00	656.25																				
Ref#	GL Number	Gross	Discount	Amount																															
25870	001-4008-6720.000	656.25	0.00	656.25																															
37770	10/14/2014	0126-1 Printed	GOLDEN STATE WATER COMPANY WATER SERVICE AUG 22-SEPT 23	4,834.94 0.00	4,834.94																														
				Check Amount	4,834.94																														
<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>25867</td> <td>001-4410-6395.000</td> <td>4,834.94</td> <td>0.00</td> <td>4,834.94</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25867	001-4410-6395.000	4,834.94	0.00	4,834.94																				
Ref#	GL Number	Gross	Discount	Amount																															
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37771	10/14/2014	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT CONSULTING SERV SEPT 28-OCT 11	6,885.00 0.00	6,885.00																														
				Check Amount	6,885.00																														

Check Register Report

Date: 11/12/2014

Time: 4:04 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																									
37772	10/14/2014	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY AUG 01 - OCT 14	<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>25874</td> <td>610-4930-6720.000</td> <td>6,290.00</td> <td>0.00</td> <td>6,290.00</td> </tr> <tr> <td>25874</td> <td>001-4210-6720.000</td> <td>255.00</td> <td>0.00</td> <td>255.00</td> </tr> <tr> <td>25874</td> <td>610-4930-6391.000</td> <td>340.00</td> <td>0.00</td> <td>340.00</td> </tr> </tbody> </table>		Ref#	GL Number	Gross	Discount	Amount	25874	610-4930-6720.000	6,290.00	0.00	6,290.00	25874	001-4210-6720.000	255.00	0.00	255.00	25874	610-4930-6391.000	340.00	0.00	340.00					
				Ref#	GL Number	Gross	Discount	Amount																						
				25874	610-4930-6720.000	6,290.00	0.00	6,290.00																						
				25874	001-4210-6720.000	255.00	0.00	255.00																						
25874	610-4930-6391.000	340.00	0.00	340.00																										
Check Amount		6,885.00																												
		7,160.07		7,160.07																										
				0.00																										
37773	10/14/2014	0078 Printed	TRACT 349 MUTUAL WATER CO WATER SERVICE JUN15 - AUG 15	<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>25873</td> <td>201-4420-6318.000</td> <td>126.89</td> <td>0.00</td> <td>126.89</td> </tr> <tr> <td>25873</td> <td>350-4430-6318.000</td> <td>6,795.43</td> <td>0.00</td> <td>6,795.43</td> </tr> <tr> <td>25873</td> <td>001-4410-6318.000</td> <td>237.75</td> <td>0.00</td> <td>237.75</td> </tr> </tbody> </table>		Ref#	GL Number	Gross	Discount	Amount	25873	201-4420-6318.000	126.89	0.00	126.89	25873	350-4430-6318.000	6,795.43	0.00	6,795.43	25873	001-4410-6318.000	237.75	0.00	237.75					
				Ref#	GL Number	Gross	Discount	Amount																						
				25873	201-4420-6318.000	126.89	0.00	126.89																						
				25873	350-4430-6318.000	6,795.43	0.00	6,795.43																						
25873	001-4410-6318.000	237.75	0.00	237.75																										
Check Amount		7,160.07																												
		302.60		302.60																										
				0.00																										
37774	10/21/2014	0001 Printed	AAA BURGLAR ALARM CO, QTY OUTRIGHT ALARM MONITOR	<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>25869</td> <td>201-4425-6395.000</td> <td>302.60</td> <td>0.00</td> <td>302.60</td> </tr> </tbody> </table>		Ref#	GL Number	Gross	Discount	Amount	25869	201-4425-6395.000	302.60	0.00	302.60															
				Ref#	GL Number	Gross	Discount	Amount																						
				25869	201-4425-6395.000	302.60	0.00	302.60																						
				Check Amount		302.60																								
		1,471.00		1,471.00																										
				0.00																										
37775	10/21/2014	10128 Printed	ALCALA MIKE ALONSO MUSIC SENIOR'S FATHER EVENT	<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>25930</td> <td>001-4025-6700.000</td> <td>1,471.00</td> <td>0.00</td> <td>1,471.00</td> </tr> </tbody> </table>		Ref#	GL Number	Gross	Discount	Amount	25930	001-4025-6700.000	1,471.00	0.00	1,471.00															
				Ref#	GL Number	Gross	Discount	Amount																						
				25930	001-4025-6700.000	1,471.00	0.00	1,471.00																						
				Check Amount		1,471.00																								
		300.00		300.00																										
				0.00																										
37776	10/21/2014	9738 Printed	ARENT FOX LLP LEGAL SERVICES LACCD AUG. 2014	<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>25901</td> <td>001-4310-6580.000</td> <td>300.00</td> <td>0.00</td> <td>300.00</td> </tr> </tbody> </table>		Ref#	GL Number	Gross	Discount	Amount	25901	001-4310-6580.000	300.00	0.00	300.00															
				Ref#	GL Number	Gross	Discount	Amount																						
				25901	001-4310-6580.000	300.00	0.00	300.00																						
				Check Amount		300.00																								
		5,462.00		5,462.00																										
				0.00																										
37777	10/21/2014	10123 Printed	B & V GROUP CORPORATION VEHICLE MAINTENANCE MUNI DEPT	<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>25884</td> <td>610-4930-6755.000</td> <td>4,955.00</td> <td>0.00</td> <td>4,955.00</td> </tr> <tr> <td>25885</td> <td>610-4930-6755.000</td> <td>507.00</td> <td>0.00</td> <td>507.00</td> </tr> </tbody> </table>		Ref#	GL Number	Gross	Discount	Amount	25884	610-4930-6755.000	4,955.00	0.00	4,955.00	25885	610-4930-6755.000	507.00	0.00	507.00										
				Ref#	GL Number	Gross	Discount	Amount																						
				25884	610-4930-6755.000	4,955.00	0.00	4,955.00																						
				25885	610-4930-6755.000	507.00	0.00	507.00																						
Check Amount		5,462.00																												
		240.00		240.00																										
				0.00																										
37778	10/21/2014	7019 Printed	BUSINESS CARD CREDIT CARD SEPTEMBER 2014GC	<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>25922</td> <td>001-4530-6394.000</td> <td>10.00</td> <td>0.00</td> <td>10.00</td> </tr> <tr> <td>25923</td> <td>001-4530-6394.000</td> <td>135.00</td> <td>0.00</td> <td>135.00</td> </tr> <tr> <td>25924</td> <td>001-4530-6394.000</td> <td>10.00</td> <td>0.00</td> <td>10.00</td> </tr> <tr> <td>25925</td> <td>001-4530-6394.000</td> <td>85.00</td> <td>0.00</td> <td>85.00</td> </tr> </tbody> </table>		Ref#	GL Number	Gross	Discount	Amount	25922	001-4530-6394.000	10.00	0.00	10.00	25923	001-4530-6394.000	135.00	0.00	135.00	25924	001-4530-6394.000	10.00	0.00	10.00	25925	001-4530-6394.000	85.00	0.00	85.00
				Ref#	GL Number	Gross	Discount	Amount																						
				25922	001-4530-6394.000	10.00	0.00	10.00																						
				25923	001-4530-6394.000	135.00	0.00	135.00																						
25924	001-4530-6394.000	10.00	0.00	10.00																										
25925	001-4530-6394.000	85.00	0.00	85.00																										
Check Amount		240.00																												
		335.30		335.30																										
				0.00																										

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Date: 11/12/2014

Time: 4:04 pm

Page: 8

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	25911	201-4425-6394.000	335.30	0.00	335.30
			Check Amount		335.30
37779	10/21/2014	10046 Printed	CAMINO REAL CHEVROLET MAINTENANCE SERVICE VEH #16	748.22	748.22
				0.00	
			Check Amount		748.22
				371.32	371.32
			Check Amount		371.32
37780	10/21/2014	4546 Printed	CENTRAL BASIN MUNICIPAL WATER RECYCLE WATER SERVICE AUGUST	371.32	371.32
				0.00	
			Check Amount		371.32
37781	10/21/2014	0136 Printed	CITY OF SOUTH GATE SIGNAL MAINTENANCE - OCTOBER	75.00	75.00
				0.00	
			Check Amount		75.00
37782	10/21/2014	6045 Printed	CONTRERAS GARDEN SUPPLY SERVICED EQUIPMENT MAINT DEPT	759.00	759.00
				0.00	
			Check Amount		759.00
37783	10/21/2014	1206 Printed	COUNTY OF LOS ANGELES IND WAST INDUSTRIAL WASTE AUGUST 2014	3,124.74	3,124.74
				0.00	
			Check Amount		3,124.74
37784	10/21/2014	2167 Printed	DAILY BREEZE PRESS TELEGRAM CLASSIFIED ADVERTISING SEPT 26	2,192.83	2,192.83
				0.00	
			Check Amount		2,192.83
37785	10/21/2014	10005 Printed	DAPEER, ROSENBLIT & LITVAK PROFESSIONAL SERVICES SEPTEMBE	115.50	115.50
				0.00	
			Check Amount		115.50

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Date: 11/12/2014

Time: 4:04 pm

Page: 9

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																									
37786	10/21/2014	8018 Printed	FERNANDO'S HARDWARE & LUMBER PLYWOOD FOR CITY HALL SHELVES	98.09 0.00	98.09																									
				Check Amount	98.09																									
<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>25920</td> <td>001-4025-6010.000</td> <td>98.09</td> <td>0.00</td> <td>98.09</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25920	001-4025-6010.000	98.09	0.00	98.09															
Ref#	GL Number	Gross	Discount	Amount																										
25920	001-4025-6010.000	98.09	0.00	98.09																										
37787	10/21/2014	9983 Printed	FIESTA TAXI COOPERATIVE, INC. DIAL A RIDE AUGUST SENIORS	3,678.61 0.00	3,678.61																									
				Check Amount	3,678.61																									
<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>25875</td> <td>252-4750-6780.000</td> <td>3,678.61</td> <td>0.00</td> <td>3,678.61</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25875	252-4750-6780.000	3,678.61	0.00	3,678.61															
Ref#	GL Number	Gross	Discount	Amount																										
25875	252-4750-6780.000	3,678.61	0.00	3,678.61																										
37788	10/21/2014	10053 Printed	HAULAWAY STORAGE CONTAINERS 21FT STORAGE CONTAINER SEPTEMB	79.50 0.00	79.50																									
				Check Amount	79.50																									
<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>25878</td> <td>001-4020-6323.000</td> <td>79.50</td> <td>0.00</td> <td>79.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25878	001-4020-6323.000	79.50	0.00	79.50															
Ref#	GL Number	Gross	Discount	Amount																										
25878	001-4020-6323.000	79.50	0.00	79.50																										
37789	10/21/2014	10150 Printed	HIRSCH & ASSOCIATES, INC. CLARA PARK EXPANSION - DESIGN	8,400.00 0.00	8,400.00																									
				Check Amount	8,400.00																									
<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>25929</td> <td>280-7008-6720.000</td> <td>8,400.00</td> <td>0.00</td> <td>8,400.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25929	280-7008-6720.000	8,400.00	0.00	8,400.00															
Ref#	GL Number	Gross	Discount	Amount																										
25929	280-7008-6720.000	8,400.00	0.00	8,400.00																										
37790	10/21/2014	4553 Printed	J. V. PRINTING BUSINESS CARDS CITY MANGER	433.82 0.00	433.82																									
				Check Amount	433.82																									
<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>25897</td> <td>001-4350-6310.000</td> <td>288.85</td> <td>0.00</td> <td>288.85</td> </tr> <tr> <td>25918</td> <td>001-4530-6080.000</td> <td>81.75</td> <td>0.00</td> <td>81.75</td> </tr> <tr> <td>25919</td> <td>001-4011-6080.000</td> <td>31.61</td> <td>0.00</td> <td>31.61</td> </tr> <tr> <td>25919</td> <td>001-4410-6080.000</td> <td>31.61</td> <td>0.00</td> <td>31.61</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25897	001-4350-6310.000	288.85	0.00	288.85	25918	001-4530-6080.000	81.75	0.00	81.75	25919	001-4011-6080.000	31.61	0.00	31.61	25919	001-4410-6080.000	31.61	0.00	31.61
Ref#	GL Number	Gross	Discount	Amount																										
25897	001-4350-6310.000	288.85	0.00	288.85																										
25918	001-4530-6080.000	81.75	0.00	81.75																										
25919	001-4011-6080.000	31.61	0.00	31.61																										
25919	001-4410-6080.000	31.61	0.00	31.61																										
37791	10/21/2014	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT LAW ENFORCEMENT SERV AUGUST	288,890.68 0.00	288,890.68																									
				Check Amount	288,890.68																									
<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>25914</td> <td>001-4501-6763.000</td> <td>288,890.68</td> <td>0.00</td> <td>288,890.68</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25914	001-4501-6763.000	288,890.68	0.00	288,890.68															
Ref#	GL Number	Gross	Discount	Amount																										
25914	001-4501-6763.000	288,890.68	0.00	288,890.68																										
37792	10/21/2014	9962 Printed	MUNI TEMPS STAFFING CITY CLERK SERV 9/08 - 9/19	2,688.75 0.00	2,688.75																									
				Check Amount	2,688.75																									
<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>25876</td> <td>001-4008-6720.000</td> <td>2,688.75</td> <td>0.00</td> <td>2,688.75</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25876	001-4008-6720.000	2,688.75	0.00	2,688.75															
Ref#	GL Number	Gross	Discount	Amount																										
25876	001-4008-6720.000	2,688.75	0.00	2,688.75																										
37793	10/21/2014	7014 Printed	NATIONWIDE ENVIRONMENTAL STREET & PARK SWEEPING OCTOBER	9,117.85 0.00	9,117.85																									
				Check Amount	9,117.85																									
<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>25917</td> <td>201-4425-6778.000</td> <td>9,117.85</td> <td>0.00</td> <td>9,117.85</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25917	201-4425-6778.000	9,117.85	0.00	9,117.85															
Ref#	GL Number	Gross	Discount	Amount																										
25917	201-4425-6778.000	9,117.85	0.00	9,117.85																										

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Date: 11/12/2014

Time: 4:04 pm

Page: 10

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																								
37794	10/21/2014	8247 Printed	NETWORK INNOVATION ASSOCIATES SATELLITE NETWORK NOVEMBER	278.00 0.00	278.00																																								
				Check Amount	278.00																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25893</td> <td>268-4220-6993.000</td> <td style="text-align: right;">278.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">278.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25893	268-4220-6993.000	278.00	0.00	278.00																														
Ref#	GL Number	Gross	Discount	Amount																																									
25893	268-4220-6993.000	278.00	0.00	278.00																																									
37795	10/21/2014	9970 Printed	OLIVAREZ MADRUGA, P.C. LEGAL SERVICES AUGUST 2014	36,045.80 0.00	36,045.80																																								
				Check Amount	36,045.80																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25896</td> <td>001-4005-6755.000</td> <td style="text-align: right;">18,674.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">18,674.00</td> </tr> <tr> <td>25896</td> <td>001-4005-6755.000</td> <td style="text-align: right;">9,366.06</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">9,366.06</td> </tr> <tr> <td>25896</td> <td>610-4930-6755.000</td> <td style="text-align: right;">7,245.74</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">7,245.74</td> </tr> <tr> <td>25896</td> <td>280-7008-6755.000</td> <td style="text-align: right;">760.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">760.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25896	001-4005-6755.000	18,674.00	0.00	18,674.00	25896	001-4005-6755.000	9,366.06	0.00	9,366.06	25896	610-4930-6755.000	7,245.74	0.00	7,245.74	25896	280-7008-6755.000	760.00	0.00	760.00															
Ref#	GL Number	Gross	Discount	Amount																																									
25896	001-4005-6755.000	18,674.00	0.00	18,674.00																																									
25896	001-4005-6755.000	9,366.06	0.00	9,366.06																																									
25896	610-4930-6755.000	7,245.74	0.00	7,245.74																																									
25896	280-7008-6755.000	760.00	0.00	760.00																																									
37796	10/21/2014	5571 Printed	PARAGON PARTNERS RELOCATION PLAN EXPANSION PARK	3,602.58 0.00	3,602.58																																								
				Check Amount	3,602.58																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25880</td> <td>280-7008-6720.000</td> <td style="text-align: right;">1,581.33</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">1,581.33</td> </tr> <tr> <td>25883</td> <td>280-7008-6720.000</td> <td style="text-align: right;">2,021.25</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">2,021.25</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25880	280-7008-6720.000	1,581.33	0.00	1,581.33	25883	280-7008-6720.000	2,021.25	0.00	2,021.25																									
Ref#	GL Number	Gross	Discount	Amount																																									
25880	280-7008-6720.000	1,581.33	0.00	1,581.33																																									
25883	280-7008-6720.000	2,021.25	0.00	2,021.25																																									
37797	10/21/2014	9737 Printed	REGIONAL TAP SERVICE CENTER BUS PASS SEPTEMBER 2014	20.00 0.00	20.00																																								
				Check Amount	20.00																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25926</td> <td>251-4760-6550.000</td> <td style="text-align: right;">20.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">20.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25926	251-4760-6550.000	20.00	0.00	20.00																														
Ref#	GL Number	Gross	Discount	Amount																																									
25926	251-4760-6550.000	20.00	0.00	20.00																																									
37798	10/21/2014	0069-2 Printed	SIEMENS INDUSTRY, INC. SURVEYED POLES FOR ISNS WIRE	7,585.42 0.00	7,585.42																																								
				Check Amount	7,585.42																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25886</td> <td>201-4420-6771.000</td> <td style="text-align: right;">674.61</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">674.61</td> </tr> <tr> <td>25887</td> <td>201-4420-6771.000</td> <td style="text-align: right;">510.37</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">510.37</td> </tr> <tr> <td>25888</td> <td>350-4430-6775.000</td> <td style="text-align: right;">783.25</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">783.25</td> </tr> <tr> <td>25889</td> <td>201-4420-6771.000</td> <td style="text-align: right;">605.77</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">605.77</td> </tr> <tr> <td>25890</td> <td>201-4420-6771.000</td> <td style="text-align: right;">1,115.03</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">1,115.03</td> </tr> <tr> <td>25891</td> <td>350-4430-6775.000</td> <td style="text-align: right;">783.25</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">783.25</td> </tr> <tr> <td>25892</td> <td>201-4420-6771.000</td> <td style="text-align: right;">3,113.14</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">3,113.14</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25886	201-4420-6771.000	674.61	0.00	674.61	25887	201-4420-6771.000	510.37	0.00	510.37	25888	350-4430-6775.000	783.25	0.00	783.25	25889	201-4420-6771.000	605.77	0.00	605.77	25890	201-4420-6771.000	1,115.03	0.00	1,115.03	25891	350-4430-6775.000	783.25	0.00	783.25	25892	201-4420-6771.000	3,113.14	0.00	3,113.14
Ref#	GL Number	Gross	Discount	Amount																																									
25886	201-4420-6771.000	674.61	0.00	674.61																																									
25887	201-4420-6771.000	510.37	0.00	510.37																																									
25888	350-4430-6775.000	783.25	0.00	783.25																																									
25889	201-4420-6771.000	605.77	0.00	605.77																																									
25890	201-4420-6771.000	1,115.03	0.00	1,115.03																																									
25891	350-4430-6775.000	783.25	0.00	783.25																																									
25892	201-4420-6771.000	3,113.14	0.00	3,113.14																																									
37799	10/21/2014	9995 Printed	THE BANK OF NEW YORK MELLON CUDAHY REDEVELOPMENT AGENCY	2,120.00 0.00	2,120.00																																								
				Check Amount	2,120.00																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25902</td> <td>610-4930-6820.000</td> <td style="text-align: right;">2,120.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">2,120.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25902	610-4930-6820.000	2,120.00	0.00	2,120.00																														
Ref#	GL Number	Gross	Discount	Amount																																									
25902	610-4930-6820.000	2,120.00	0.00	2,120.00																																									
37800	10/21/2014	9991 Printed	TRANSTECH PLAN CHECK SERVICES AUGUST	495.58 0.00	495.58																																								
				Check Amount	495.58																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25900</td> <td>001-4215-6745.000</td> <td style="text-align: right;">495.58</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">495.58</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25900	001-4215-6745.000	495.58	0.00	495.58																														
Ref#	GL Number	Gross	Discount	Amount																																									
25900	001-4215-6745.000	495.58	0.00	495.58																																									

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Date: 11/12/2014

Time: 4:04 pm

Page: 11

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount															
37801	10/21/2014	2859 Printed	UNDERGROUND SERVICE ALERT-SC DIG ALERT TICKETS	37.50 0.00	37.50															
				Check Amount	37.50															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25915</td> <td>201-4425-6735.000</td> <td style="text-align: right;">37.50</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">37.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25915	201-4425-6735.000	37.50	0.00	37.50					
Ref#	GL Number	Gross	Discount	Amount																
25915	201-4425-6735.000	37.50	0.00	37.50																
37802	10/21/2014	5292 Printed	VALLES AUTO PAINTING & BODY REPAIR & PAINT FORD F250 1995	3,144.23 0.00	3,144.23															
				Check Amount	3,144.23															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25907</td> <td>201-4425-6394.000</td> <td style="text-align: right;">866.91</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">866.91</td> </tr> <tr> <td>25908</td> <td>201-4425-6394.000</td> <td style="text-align: right;">2,277.32</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">2,277.32</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25907	201-4425-6394.000	866.91	0.00	866.91	25908	201-4425-6394.000	2,277.32	0.00	2,277.32
Ref#	GL Number	Gross	Discount	Amount																
25907	201-4425-6394.000	866.91	0.00	866.91																
25908	201-4425-6394.000	2,277.32	0.00	2,277.32																
37803	10/21/2014	9707 Printed	VELOZ ALBERTO UMPIRE OCTOBER 2014	224.00 0.00	224.00															
				Check Amount	224.00															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25906</td> <td>001-4350-6590.000</td> <td style="text-align: right;">224.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">224.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25906	001-4350-6590.000	224.00	0.00	224.00					
Ref#	GL Number	Gross	Discount	Amount																
25906	001-4350-6590.000	224.00	0.00	224.00																
37804	10/21/2014	8316 Printed	VELOZ RAMIRO UMPIRE OCTOBER 2014	181.00 0.00	181.00															
				Check Amount	181.00															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25898</td> <td>001-4350-6590.000</td> <td style="text-align: right;">181.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">181.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25898	001-4350-6590.000	181.00	0.00	181.00					
Ref#	GL Number	Gross	Discount	Amount																
25898	001-4350-6590.000	181.00	0.00	181.00																
37805	10/21/2014	9736 Printed	VILLELA ABRAHAM UMPIRE SEPT. - OCT. 2014	117.00 0.00	117.00															
				Check Amount	117.00															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25905</td> <td>001-4350-6590.000</td> <td style="text-align: right;">117.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">117.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25905	001-4350-6590.000	117.00	0.00	117.00					
Ref#	GL Number	Gross	Discount	Amount																
25905	001-4350-6590.000	117.00	0.00	117.00																
37806	10/21/2014	5631 Printed	WELLS LOCK & KEY LOCK & KEY SERVICE @ CITY	160.00 0.00	160.00															
				Check Amount	160.00															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25912</td> <td>001-4025-6010.000</td> <td style="text-align: right;">95.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">95.00</td> </tr> <tr> <td>25913</td> <td>001-4025-6010.000</td> <td style="text-align: right;">65.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">65.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25912	001-4025-6010.000	95.00	0.00	95.00	25913	001-4025-6010.000	65.00	0.00	65.00
Ref#	GL Number	Gross	Discount	Amount																
25912	001-4025-6010.000	95.00	0.00	95.00																
25913	001-4025-6010.000	65.00	0.00	65.00																
37807	10/21/2014	0643 Printed	ZUMAR INDUSTRIES. INC. STREET MAINTENANCE SUPPLIES	195.76 0.00	195.76															
				Check Amount	195.76															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25903</td> <td>201-4425-6387.000</td> <td style="text-align: right;">153.82</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">153.82</td> </tr> <tr> <td>25904</td> <td>201-4425-6387.000</td> <td style="text-align: right;">41.94</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">41.94</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25903	201-4425-6387.000	153.82	0.00	153.82	25904	201-4425-6387.000	41.94	0.00	41.94
Ref#	GL Number	Gross	Discount	Amount																
25903	201-4425-6387.000	153.82	0.00	153.82																
25904	201-4425-6387.000	41.94	0.00	41.94																
37808	10/22/2014	7019 Printed	BUSINESS CARD CREDIT CARD SEPTEMBER RI	3,401.18 0.00	3,401.18															
				Check Amount	3,401.18															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25948</td> <td>001-4020-6080.000</td> <td style="text-align: right;">4.87</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">4.87</td> </tr> <tr> <td>25948</td> <td>001-4502-6145.000</td> <td style="text-align: right;">75.26</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">75.26</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25948	001-4020-6080.000	4.87	0.00	4.87	25948	001-4502-6145.000	75.26	0.00	75.26
Ref#	GL Number	Gross	Discount	Amount																
25948	001-4020-6080.000	4.87	0.00	4.87																
25948	001-4502-6145.000	75.26	0.00	75.26																

Check Register Report

Date: 11/12/2014

Time: 4:04 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
	25948	001-4502-6520.000		119.51 0.00	119.51
	25948	001-0000-2150.000		1,304.13 0.00	1,304.13
	25948	001-4020-6375.000		98.82 0.00	98.82
	25948	268-4220-6993.000		622.80 0.00	622.80
	25948	001-4020-6396.000		375.00 0.00	375.00
	25948	001-4410-6080.000		235.00 0.00	235.00
	25948	001-4011-6080.000		256.48 0.00	256.48
	25948	001-4151-6392.000		280.00 0.00	280.00
	25948	001-4020-6060.000		29.31 0.00	29.31
			Check Amount		3,401.18
37809	10/22/2014	8350 Printed	CALIFORNIA ASSOCIATION OF ANNUAL CODE ENFORCEMENT SEMINA	773.00 0.00	773.00
	Ref#	GL Number	Gross	Discount	Amount
	25936	001-4210-6392.000	424.00	0.00	424.00
	25937	510-4230-6392.000	349.00	0.00	349.00
			Check Amount		773.00
37810	10/22/2014	6096 Printed	CLEAN SOURCE INC CUSTODIAL SUPPLIES	1,731.12 0.00	1,731.12
	Ref#	GL Number	Gross	Discount	Amount
	25943	001-4025-6015.000	1,522.72	0.00	1,522.72
	25943	201-4425-6150.000	104.20	0.00	104.20
	25943	001-4410-6140.000	104.20	0.00	104.20
			Check Amount		1,731.12
37811	10/22/2014	0186 Printed	COUNTY OF LOS ANGELES ANIMAL CARE & CONTROL SEPTEMBE	7,009.48 0.00	7,009.48
	Ref#	GL Number	Gross	Discount	Amount
	25945	001-4510-6703.000	7,009.48	0.00	7,009.48
			Check Amount		7,009.48
37812	10/22/2014	5538 Printed	CSMFO CSMFO CONFERENCE OCT. 30	40.00 0.00	40.00
	Ref#	GL Number	Gross	Discount	Amount
	25949	001-4151-6391.000	40.00	0.00	40.00
			Check Amount		40.00
37813	10/22/2014	2167 Printed	DAILY BREEZE PRESS TELEGRAM CLASSIFIED ADVERTISING SEPT 26	492.73 0.00	492.73
	Ref#	GL Number	Gross	Discount	Amount
	25955	280-7018-6310.000	492.73	0.00	492.73
			Check Amount		492.73
37814	10/22/2014	0097-3 Printed	EMPLOYMENT DEVELOPMENT DEPT. UNEMPLOYMENT INSURANCE 3RD QTR	6,256.91 0.00	6,256.91
	Ref#	GL Number	Gross	Discount	Amount
	25954	001-4015-6315.000	6,256.91	0.00	6,256.91
			Check Amount		6,256.91
37815	10/22/2014	10151 Printed	ESPINOZA ANITA UMPIRE SEPTEMBER 2014	334.00 0.00	334.00

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Date: 11/12/2014

Time: 4:04 pm

Page: 13

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
37816	10/22/2014	6086 Printed	EWING REPAIR IRRIGATION @ LUGO PARK	202.00	202.00
				132.00	132.00
				Check Amount 334.00	
				602.57	602.57
				0.00	
37817	10/22/2014	9980 Printed	FERRER VICTOR REIMBURSEMENT	363.95	363.95
				111.96	111.96
				126.66	126.66
				Check Amount 602.57	
				291.68	291.68
				0.00	
37818	10/22/2014	9983 Printed	FIESTA TAXI COOPERATIVE, INC. DIAL A RIDE SEPTEMBER SENIORS	291.68	291.68
				Check Amount 291.68	
				2,803.81	2,803.81
				0.00	2,803.81
37819	10/22/2014	6087 Printed	FIRST AMERICAN DATA TREE SERVICE RENDERED SEPTEMBER	2,803.81	2,803.81
				Check Amount 2,803.81	
				173.30	173.30
				0.00	173.30
37820	10/22/2014	8057 Printed	KONICA MINOLTA BUSINESS MONTHLY SERV DIGITAL SEPTEMBER	86.65	86.65
				86.65	86.65
				Check Amount 173.30	
				203.88	203.88
				0.00	
37821	10/22/2014	6038 Printed	LGP EQUIPMENT RENTALS GAS PRESSURE WASHER RENTAL	203.88	203.88
				Check Amount 203.88	
				199.50	199.50
				0.00	199.50
37822	10/22/2014	4304 Printed	MARTIN & CHAPMAN CO. CITY CLERK LOG BOOK	99.75	99.75
				99.75	99.75
				Check Amount 199.50	
				1,436.02	1,436.02
				0.00	
				1,436.02	1,436.02
				Check Amount 1,436.02	

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Date: 11/12/2014

Time: 4:04 pm

Page: 14

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
37823	10/22/2014	2802 Printed	SAM'S CLUB SNACKS: CITY EVENTS SEPTEMBER	287.88 0.00	287.88
				Check Amount	287.88
Ref#	GL Number	Gross	Discount	Amount	
25957	001-4020-6060.000	35.10	0.00	35.10	
25957	001-4001-6391.000	14.16	0.00	14.16	
25957	001-4502-6520.000	38.58	0.00	38.58	
25957	001-4365-6145.000	36.28	0.00	36.28	
25957	710-6010-6013.000	163.76	0.00	163.76	
37824	10/22/2014	5489 Printed	SOURCE ONE COPIER PAPER	107.55 0.00	107.55
				Check Amount	107.55
Ref#	GL Number	Gross	Discount	Amount	
25950	001-4020-6080.000	71.70	0.00	71.70	
25950	001-4350-6080.000	35.85	0.00	35.85	
37825	10/22/2014	5737 Printed	SOUTH COAST A.Q.M.D. EMISSION FEES FY 2013/2014	451.57 0.00	451.57
				Check Amount	451.57
Ref#	GL Number	Gross	Discount	Amount	
25933	001-4025-6749.000	331.81	0.00	331.81	
25935	001-4025-6749.000	119.76	0.00	119.76	
37826	10/22/2014	0093-1 Printed	SOUTHERN CALIFORNIA ASSOCIATIO ASSESSMENT FY 2014-2015	2,329.00 0.00	2,329.00
				Check Amount	2,329.00
Ref#	GL Number	Gross	Discount	Amount	
25953	001-4001-6312.000	2,329.00	0.00	2,329.00	
37827	10/22/2014	8292 Printed	URBAN FUTURES, INC. REAL ESTATE ADVISORY	7,582.50 0.00	7,582.50
				Check Amount	7,582.50
Ref#	GL Number	Gross	Discount	Amount	
25956	610-4930-6720.000	7,582.50	0.00	7,582.50	
37828	10/22/2014	5631 Printed	WELLS LOCK & KEY LOCK & KEY SERVICE @ CITY HALL	137.00 0.00	137.00
				Check Amount	137.00
Ref#	GL Number	Gross	Discount	Amount	
25947	001-4025-6010.000	70.00	0.00	70.00	
25947	001-4025-6010.000	55.00	0.00	55.00	
25947	201-4425-6150.000	12.00	0.00	12.00	
37829	10/28/2014	5702 Printed	COUNTY LOS ANGELES FILE: NOTICE OF DETERMINATION	2,256.25 0.00	2,256.25
				Check Amount	2,256.25
Ref#	GL Number	Gross	Discount	Amount	
25959	280-7008-6720.000	2,256.25	0.00	2,256.25	

Check Register Report

City of Cudahy BANK: WELLS FARGO BANK Date: 11/12/2014
Time: 4:04 pm
Page: 15

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
37830	10/28/2014	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT CONSULTING SERV OCT 13 - OCT23	6,875.00 0.00	6,875.00
				Check Amount	6,875.00
Ref#	GL Number	Gross	Discount	Amount	
25958	610-4930-6720.000	6,790.00	0.00	6,790.00	
25958	610-4930-6391.000	85.00	0.00	85.00	
37831	10/28/2014	0057-1 Printed	AT & T INTERNET SERVICES U-VERSE INTERNET SEPT/OCT	190.50 0.00	190.50
				Check Amount	190.50
Ref#	GL Number	Gross	Discount	Amount	
25970	001-4350-6390.000	35.00	0.00	35.00	
25970	201-4425-6390.000	77.75	0.00	77.75	
25970	001-4410-6390.000	77.75	0.00	77.75	
37832	10/28/2014	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERVICE	143.65 0.00	143.65
				Check Amount	143.65
Ref#	GL Number	Gross	Discount	Amount	
25971	001-4020-6390.000	37.27	0.00	37.27	
25971	001-4025-6390.000	106.38	0.00	106.38	
37833	10/28/2014	0057-2 Printed	AT & T PHONE SERVICE LANDLINE PHONE SERV 9/8 - 10/1	416.35 0.00	416.35
				Check Amount	416.35
Ref#	GL Number	Gross	Discount	Amount	
25969	001-4025-6390.000	416.35	0.00	416.35	
37834	10/28/2014	1206 Printed	COUNTY OF LOS ANGELES IND WAST INDUSTRIAL WASTE SEPTEMBER	1,929.45 0.00	1,929.45
				Check Amount	1,929.45
Ref#	GL Number	Gross	Discount	Amount	
25977	001-4212-6752.000	1,929.45	0.00	1,929.45	
37835	10/28/2014	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT PROFESSIONAL CONSULTING SERV.	5,000.00 0.00	5,000.00
				Check Amount	5,000.00
Ref#	GL Number	Gross	Discount	Amount	
25960	001-4015-6720.000	5,000.00	0.00	5,000.00	
37836	10/28/2014	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT LAW ENFORCEMENT AUGUST 2014	918.66 0.00	918.66
				Check Amount	918.66
Ref#	GL Number	Gross	Discount	Amount	
25972	040-4501-6763.000	918.66	0.00	918.66	
37837	10/28/2014	9962 Printed	MUNI TEMPS STAFFING CITY CLERK SERV 9/22 - 9/26	2,569.25 0.00	2,569.25
				Check Amount	2,569.25
Ref#	GL Number	Gross	Discount	Amount	
25973	001-4008-6720.000	2,569.25	0.00	2,569.25	

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Date: 11/12/2014

Time: 4:04 pm

Page: 16

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
				Check Amount	2,569.25
37838	10/28/2014	1978-1 Printed	OFFICE DEPOT CREDIT PLAN OFFICE SUPPLIES	745.33 0.00	745.33
				Check Amount	745.33
37839	10/28/2014	5686 Printed	ORIENTAL TRADING CO HALLOWEEN EVENT DECORATIONS	486.20 0.00	486.20
				Check Amount	486.20
37840	10/28/2014	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY	15,416.07 0.00	15,416.07
				Check Amount	15,416.07
37841	10/28/2014	4159 Printed	SUPERIOR GROCERS FOOD DISTRIBUTION SEPTEMBER	3,985.90 0.00	3,985.90
				Check Amount	3,985.90
37842	10/28/2014	9626 Printed	THE BANCORP BANK 2012 FORD FUSION HYBRID 2 VEH	1,154.24 0.00	1,154.24
				Check Amount	1,154.24
37843	10/28/2014	0071 Printed	THE GAS COMPANY NATURAL GAS SERV - LUGO TEEN	155.23 0.00	155.23
				Check Amount	155.23

Check Register Report

City of Cudahy BANK: WELLS FARGO BANK Date: 11/12/2014
Time: 4:04 pm
Page: 17

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
37844	10/28/2014	4775 Printed	THE JARVIS COMPANY 1ST INSTALLATION HOLIDAY DECOR	2,105.00 0.00	2,105.00

Ref#	GL Number	Gross	Discount	Amount
25978	001-4310-6585.000	2,105.00	0.00	2,105.00

Check Amount 2,105.00

37845	10/28/2014	10099 Printed	TRUJILLO VICTOR UMPIRE AUGUST 2014	126.00 0.00	126.00
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Ref#	GL Number	Gross	Discount	Amount
25966	001-4350-6590.000	72.00	0.00	72.00
25967	001-4350-6590.000	54.00	0.00	54.00

Check Amount 126.00

37846	10/28/2014	5169 Printed	VASQUEZ & COMPANY PROFESSIONAL SERVICES FY 13/14	3,740.00 0.00	3,740.00
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Ref#	GL Number	Gross	Discount	Amount
25974	001-4151-6720.000	3,740.00	0.00	3,740.00

Check Amount 3,740.00

Total Checks:	120	Bank Total(excluding void checks):	526,416.82
Total Checks:	120	Grand Total(excluding void checks):	526,416.82

CITY OF CUDAHY
Cash and Investment Report by Fund October, 2014

	September, 2014	Receipts	Disbursements	October, 2014
001 General Fund	3,870,931.63	292,356.65	626,514.92	3,536,773.36
040 Drug Assets Seizure Fund	38,625.48	21.04	918.66	37,727.86
201 State Gas Tax	1,053,614.63	65,253.47	42,822.44	1,076,045.66
240 Prop 1 B - Local Street Improv.	464,521.58	239.84		464,761.42
251 Prop C	158,553.56	28,072.53	8,993.86	177,632.23
252 Prop A	561,692.26	28,685.78	8,120.18	582,257.86
253 Measure R	451,826.58	42,109.07	8,494.38	485,441.27
255 TDA	407.45			407.45
257 AQMD	29,124.48	13.64	1,637.14	27,500.98
260 Used Oil	13,557.54	10.47		13,568.01
261 California Beverage Container	6,716.24			6,716.24
265 Recycling Grant	14,201.16	7.33		14,208.49
270 C.O.P.S	97,877.38	14,051.17		111,928.55
280 County Park Bond	(12,143.29)		15,979.67	(28,122.96)
300 CAL Home	88,562.62	45.73		88,608.35
350 Street Lighting fund	41,394.76	25.12	8,361.93	33,057.95
510 CDBG	(11,781.81)	290.00	20,386.09	(31,877.90)
610 Successor Agency	299,346.85		44,188.59	255,158.26
710 Youth Foundation	48,699.40	309.22	163.76	48,844.86
720 Senior's Account	407.00			407.00
730 Refuse Assessment	-			-
	<u>7,216,135.50</u>	<u>471,491.06</u>	<u>786,581.62</u>	<u>6,901,044.94</u>
LAIF- CITY	5,610,042.67	3,503.68		5,613,546.35
Wells Fargo	1,606,092.89	467,987.38	786,581.62	1,287,498.65
TOTAL	<u>7,216,135.56</u>	<u>471,491.06</u>	<u>786,581.62</u>	<u>6,901,045.00</u>

Total cash disbursements per October Demand and Payroll Reports

AP disbursements	526,416.82
Payroll - October 2, 2014	128,221.65
Payroll - October 16, 2014	72,523.56
Payroll - October 30, 2014	58,652.20
Add: Total Bank charges in October, 2014	767.39
Total Cash Disbursements per October Cash & Investment Report	<u>786,581.62</u>



Item Number

10B

STAFF REPORT

Date: December 16, 2014
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Local Agency Investment Fund (LAIF) for the Month of October 2014**

RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) report for the month of October 2014.

LOCAL AGENCY INVESTMENT FUND

General Account - City #98-19-225

Beginning Balance as of	October 1, 2014	\$5,610,042.67
Ending Balance as of	October 31, 2014	\$5,613,546.35

BACKGROUND

The Local Agency Investment Fund (LAIF), is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Bill Lockyer's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This 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.

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

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.

ANALYSIS

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 treasure legally applicable to the payment of the same." This report in conjunction with the Demands and Payroll for the Month of October 2014 including Investment Report by Fund for the Month of October 2014 demonstrate the sufficiency of fund available to pay demands and payroll.

CONCLUSION

This ending balance in the Local Agency Investment Fund may be relied upon when determining whether or not there is sufficient funds available to pay demand and payroll.

FINANCIAL IMPACT

None

ATTACHMENTS

None



Item Number

10C

STAFF REPORT

Date: December 16, 2014
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
Subject: **Renewal of the City-County Municipal Services Agreement with the County of Los Angeles Department of Animal Care and Control for Fiscal Year (FY) 2014-15 Service Level Request**

RECOMMENDATION

The City Council is requested to approve a services agreement with the County of Los Angeles Department of Animal Care and Control for animal control services effective July 1, 2014 through June 30, 2019 and FY 2014-15 Service Level Request - Billing Rates.

BACKGROUND

1. On November 18, 2013, a one-year contract (effective July 1, 2013 to June 30, 2014) was signed with the County of Los Angeles Department of Animal Care and Control.
2. On March 31, 2014, the City received correspondence from the County of Los Angeles Department of Animal Care and Control Administrative Office. The letter advised the City that our one-year contract was due to expire June 30, 2014. At that time they advised us that the County Auditor-Controller was developing the contract city billing rates for Fiscal Year (FY) 2014-15. (See Attachment A)
3. On September 24, 2014, staff requested a copy of the new service agreement effective July 1, 2014 through June 30, 2019 and new billing rates for FY 2014-15. (See attachment B and C) An email was provided to us with the service contract on the same day.

ANALYSIS

Services are provided by the Department of Animal Care and Control Administrative through a General Services Agreement (five-year contract set for renewal June 30, 2015) with the

County of Los Angeles. This service agreement specifies that the County Auditor-Controller will determine rates with all County of Los Angeles services.

The Department of Animal Care and Control provides the City kennel services, dog license processing, dead animal disposal, field services and animal license enforcement. The current five-year City-County Municipal Services Agreement for the above mentioned services expired June 30, 2014.

Staff intends to lower animal control costs for Animal License Enforcement Services since one hundred percent of revenue collected through License Enforcement (which the City intends to coordinate an increase in the City) on behalf of the City is credited to our monthly invoice, this includes license fees, penalties, and field enforcement fees.

Additionally, if needed the City may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than 60 days prior thereto. The agreement may also be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.

CONCLUSION

If the service agreement is not approved the City will not receive animal care and control services such as kennel services, dog license processing, dead animal disposal, field services or animal license enforcement.

If the service agreement is approved, staff will work closely with the County to agree on a time and scope of service to assure animal license enforcement services take place in the City to ensure program costs fit within our budget parameters.

FINANCIAL IMPACT

As noted in the FY 2014-15 City Budget, \$30,000 from the General Fund has been allocated for animal regulation.

ATTACHMENTS

- A. Services Agreement Correspondence, March 31, 2014
- B. City-County Municipal Services Agreement County of Los Angeles Department of Animal Care and Control and City of Cudahy
- C. City-County Municipal Services Agreement County of Los Angeles Department of Animal Care and Control and City of Cudahy FY 2014-15 Service Level Request - Billing Rates
- D. County of Los Angeles General Services Agreement (five-year contract/expiration June 30, 2015)



Marcia Mayeda
Director

County of Los Angeles
Department of Animal Care and Control
Administrative Office
5898 Cherry Avenue
Long Beach, California 90805
(562) 728-4610 • Fax (562) 422-3408
<http://animalcare.lacounty.gov>



March 31, 2014

**Animal Care Center
(ACC) Locations**

Agoura ACC
29525 Agoura Rd.
Agoura, CA 91301
(818) 991-0071

Baldwin Park ACC
4275 N. Elton St.
Baldwin Park, CA 91706
(626) 962-3577

Carson/Gardena ACC
216 W. Victoria St.
Gardena, CA 90248
(310) 523-9566

Castaic ACC
31044 N. Charlie Cyn.
Road
Castaic, CA 91384
(661) 257-3191

Downey ACC
11258 S. Garfield Ave.
Downey, CA 90242
(562) 940-6898

Lancaster ACC
5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

Mr. Hector Rodriguez
City Manager
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Dear Mr. Rodriguez:

SERVICES AGREEMENT

The current five-year City-County Municipal Services Agreement (Agreement) for animal control services is due to expire on June 30, 2014. The County of Los Angeles (County) Department of Animal Care and Control (Department), in conjunction with the County Auditor-Controller, is developing the contract city billing rates for Fiscal Year (FY) 2014-15. Once the billing rates are approved, the Department will present the Contract City Agreement to the Board of Supervisors for approval. Once approved, the duration of the new Agreement will be effective July 1, 2014, through June 30, 2019.

FISCAL IMPACT TO YOUR JURISDICTION

A review of our methodology for allocating costs to establish fees has resulted in a correction to appropriately capture costs incurred by the County to provide care to city animals. As a result, we anticipate that the new billing rate for the sheltering of animals is likely to increase. This correction is to account for the cost of the provision of shelter medicine.

Shelter medicine is the practice of providing essential medical services to stray, relinquished, and abandoned animals brought in from the city's jurisdiction by Animal Control Officers and the public. It provides examinations, vaccinations, and necessary treatment to animals during their stay at the care centers. Additionally, veterinarians ensure adherence to biosecurity and disease prevention protocols (vaccination, parasitic treatment and prevention, vermin control, cleaning, and sanitation). This level of shelter medicine has been provided for some time by the Department but the costs incurred were not formerly captured in the fee analysis process.

Mr. Hector Rodriguez
March 31, 2014
Page 2

Because fees are set by averaging costs over three years, your city will only see 33 percent of the impact in the FY 2014-15 sheltering rates, 66 percent the following fiscal year, and by FY 2016/17 the full recovery for this service will be reflected in the sheltering rate. We will provide you the specific impact to your city before the end of the fiscal year and once rates have been finalized.

LOWERING YOUR JURISDICTION PROGRAM COSTS

To minimize fiscal impact to your city, your jurisdiction may wish to consider adjusting your animal license fees to offset a portion of any projected increase in annual costs. In addition, your city may want to opt for Animal License Enforcement Services (License Enforcement). One hundred percent of revenue collected through License Enforcement on behalf of your city is credited to your monthly invoice (including license fees, penalties, and field enforcement fees). Other options that your jurisdiction may wish to consider to reduce program costs include: adopting mandatory spay/neuter and microchip ordinances to reduce impounds, and to shift the responsibility for nuisance barking dog complaint calls to your city's designated staff to reduce field service costs. Please let us know if you intend to make any of these changes.

OTHER CONTRACT CHANGES

The Department anticipates only one change to the language of the Agreement from the 2009 version and will present the revision to the County Board of Supervisors for approval. The change is as follows:

Section 9.1: The County, through the County of Los Angeles Department of Animal Care and Control, shall render to said City within ~~ten (10)~~ **15** days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within 30 days after date of said invoice.

This change extends the time for preparation of the invoice by five days and is made in recognition of necessary staff time to prepare invoices.

Mr. Hector Rodriguez
March 31, 2014
Page 3

If you have any questions, please contact me or our Contract City Liaison, Ms. Whitney Duong at (562) 256-2412 or wduong@animalcare.lacounty.gov. We look forward to continuing to work with you and your staff in an effort to provide you with effective and caring service.

Sincerely,



MARCIA MAYEDA
Director

MM:BW
PM:WD:rm
2014-15 Bill Rates3.14

c: Animal Care Board Deputies

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

TABLE OF CONTENTS

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF CUDAHY

PARAGRAPH	TITLE	PAGE
RECITALS	2
1.0	AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES.....	2
2.0	ADMINISTRATION OF PERSONNEL.....	2
3.0	DEPLOYMENT OF PERSONNEL.....	4
4.0	PERFORMANCE OF CONTRACT.....	4
5.0	INDEMNIFICATION.....	4
6.0	TERM OF CONTRACT.....	5
7.0	RIGHT OF TERMINATION.....	5
8.0	CONTRACT SUM.....	5
9.0	PAYMENT PROCEDURES.....	6
10.0	ENTIRE AGREEMENT.....	6
	SIGNATURES.....	8

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF CUDAHY

THIS AGREEMENT is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as County, and the CITY OF CUDAHY, hereinafter referred to as City.

RECITALS

- a. The City is desirous of contracting with the County for the performance of animal care and control functions described herein by the County.
- b. The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this Agreement.
- c. Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51300 et seq. of the Government Code of the State of California.

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the County Department of Animal Care and Control, to provide general animal care and control services within the corporate limits of the City to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the County under the Charter of the County and the Statutes of the State of California and under the municipal codes of the City. The County will provide services in accordance with the provisions of Title 10, Animals of the Los Angeles County Code, and all amendments thereto, except as otherwise agreed by the parties in the attached Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the County, the standards of performance, the discipline of officers and staff, and the matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the

minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the County and the City.

- 2.3 With regard to Sections 2.1 and 2.2, the County, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All City employees who work in conjunction with the County's Department of Animal Care and Control pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the City and County. To the extent the County provides the City with animal licensing services, City employees or their agents shall not perform any function related to the licensing of animals, including collection of license fees, penalties, or field enforcement fees, except as otherwise agreed to by the parties in the attached Service Level Request of other prior written agreement. Field enforcement fees will only be collected for services performed by employees of the County of Los Angeles Department of Animal Care and Control.
- 2.5 For the purpose of performing services and functions, pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a contracted officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and in a municipal function.
- 2.6 The contracting City shall not be called upon to assume any liability for the direct payment of any County Department of Animal Care and Control salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Services Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the County Department of Animal Care and Control.
- 3.2 The City agrees to complete a Service Level Request form annually (Attachment A) and the level of service to be provided and contract sum shall be signed and authorized by the City and the County Department of Animal Care and Control or his/her designee and shall be attached to this contract as an amendment.
- 3.3 The City may request a change in level of service and complete an additional Service Level Request form and submit such form to the County Department of Animal Care and Control. The revised level of service to be provided and contract sum shall be signed and authorized by the City and the County Department Animal Care and Control or his/her designee and attached to this contract as an amendment to the level of service and the contract sum.
- 3.4 The City is not limited to the foregoing services indicated, but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of Animal Care and Control to provide.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and

hereby made a part of and incorporated into this Agreement as if set out in full herein.

- 5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the Joint Indemnity Agreement previously in effect between the parties hereto.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2014, and shall remain in effect until June 30, 2019.
- 6.2 At the option of the Board of Supervisors and with the consent of the City Council, this Agreement may be renewable for successive periods not to exceed five years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than 60 days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within 60 days of receipt of hereunder, and in such an event this Agreement shall terminate 60 calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The City shall pay for the services provided under the terms of this service agreement at the rate established by the County's Department of Animal Care and Control and approved by the Auditor-Controller.
- 8.2 The rates indicated in the Service Level Request form shall be readjusted by the County annually effective the first day of July each year to reflect the cost of such service in accordance with the policies and procedures for

the determination of such rate as adopted by the County Board of Supervisors.

8.3 The City shall be billed based on the service level provided within the parameters of the Service Level Request form.

8.4 The cost of other services requested pursuant to this Agreement and not set forth in the Service Level Request form shall be determined by the County's Department of Animal Care and Control and in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

9.1 The County, through the County of Los Angeles Department of Animal Care and Control, shall render to said City within 15 days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within 30 days after date of said invoice.

9.2 If such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 15 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.

9.3 Interest shall be calculated at the rate of seven percent (7%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

10.0 ENTIRE AGREEMENT

10.1 This Agreement and Attachment A hereto, constitute the complete and exclusive statements of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL

AND

THE CITY OF

CUDAHY

FY 2014-15 SERVICE LEVEL REQUEST

Part One: Billing Rates for the period July 1, 2014, through June 30, 2015

Kennel Services*	
Dog and Cat per day	\$20.07
Other animals per day	\$ 9.95
Observation per day	\$24.08
Dog license processing per license	\$ 2.45
Dead animal disposal per animal	\$12.84
Field Services per hour	\$85.02
Animal License Field Enforcement per hour	\$67.34
Liability Trust Fund (applied to Field Services and Animal License Field Enforcement hourly amounts only)	4%

Part Two: Annual/Amended Service Request Approval

Authorized Representative (Printed Name) Authorized Signature (Signature) Date

Title Telephone Number

Part Three: Annual Service Level

Standard Shelter Services:

Full Service - All animals acquired in the field, within the boundaries of the City or determined to have originated within the boundaries of the City, may be impounded at a County animal care center. Impounded animals will be vaccinated and provided medical care, food, and shelter. The animal's picture will generally be posted on the Department's website to assist residents in reclaiming a lost or missing pet. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center are scheduled at the discretion of the Department. **See Part One for the associated shelter services billing rates.**
Primary animal care center*: (Downey Animal Care Center)

*The Department shall take reasonable action to shelter all animals at this location. There may be circumstances in which the Department must shelter animals at an alternate location. In general, such sheltering shall be temporary and animals shall subsequently be transferred to the primary animal care center.

Contract cities are charged for the first five days of care for animals impounded within the city's jurisdiction. If an animal leaves our care earlier for any reason, cities will be charged based upon the actual number of days (1-4). If an animal is redeemed, the redemption fees collected from owners will be credited to the city up to the maximum number of days that would otherwise be billed. The County assumes liability and disposition of these animals after five days with the exception of animals held as a result of a seizure or criminal case, abandoned animals, observation animals (quarantine), potentially dangerous or vicious dogs, and return to owner animals.

Below are the kennel services maximum number of days billed and the description:

*Kennel Services Description	Maximum number of days billed
Kennel Services: Stray or relinquished animals.	5 days
Private Veterinarian: If the owner is unable to be located and the injury or condition is life threatening and the scene of the incident is not in the vicinity of a County animal care center, or if the medical staff at the animal care center are not available, the animal will be taken to the nearest private contract veterinarian. Cities will be charged for the private contracted veterinarian visit.	5 days
Observation Animals: Animal bite that causes any penetration of the skin by teeth which requires a bite report be taken and the animal quarantined. The animal will be placed in quarantine confinement and observed for ten (10) days minimum from the date of the bite at the discretion of the Department of Veterinary Public Health.	10 days
Return to Owner Animal: The owner or person entitled to the custody of any animal impounded can redeem such animal by paying impound and boarding fees accruing up to the time of such redemption.	10 days
Abandoned Animals: Hold at least fifteen (15) calendar days; determine whether the owner had an agreement with someone to care for the animal in their absence, post a Form 58 (Notice of Impoundment) at the premises for the owner if they return, and mail a registered or certified letter to the last address	15 days
Special Intake: Confiscated, Court Case, Police Request, Owner Arrested, Potentially Dangerous or Vicious Dog	Unlimited days

Field Services:

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10 - Animals, and all amendments, except as otherwise agreed to by the parties in this Service Level Request.

- Standard Service Plan - Includes answering calls for service (24 hours per day, daily); dispatching or assigning field staff; and performance of duties in the field based on priority, location, and availability of staff.

- Limited Standard Service Plan:
 - Daily between the hours of ____ (a.m./p.m.) and ____ (a.m./p.m.)
 - Weekend days and holidays
 - Emergency Services - As needed
 - Humane Investigations and Prosecution - As needed

Regular Business hour contact information:

Department Name: _____

Telephone: _____

Address: _____

Outreach and Enforcement Services:

County will enforce the fees set forth in Los Angeles County Code Section 10.90.010 et seq. unless the City provides an alternate fee schedule approved by the City and provided to the County.

Animal License Field Enforcement

License Enforcement Services - Provides for dedicated staff to perform license enforcement activities (issuing new licenses, license renewals, collecting delinquency charges and other fees) in the field.

- Authorized Animal License Enforcement Services
 - County and City shall subsequently agree to the time and scope of this service.

- No Animal License Enforcement Services
 - Note: All license enforcement revenue collected will be contributed toward offsetting the cost of services

Animal Facility Licensing

Animal Facility Licensing Services - Provides for dedicated staff to perform animal facility inspection and licensing to any lot, building, structure, enclosure, or premises for any animal related business or organization which is required to be licensed. The animal facility licensing staff inspects animal related facilities annually and when otherwise necessary, to ensure the health and safety of the public and animals. Businesses are provided a letter grade based on the results of the inspection. Animal facility licenses are generally valid for one year from the date of issue. The Department will inspect animal facilities and any revenues collected will offset services.

- Animal Facility Licensing
 - Licensing and Inspection/Grading Services
- No Animal Facility Licensing

Clinic(s)

In addition to the vaccination and licensing services provided in all County Animal Care Centers, the city may request the following additional services in its jurisdiction by checking the applicable box(es):

- Request County to provide or arrange for vaccination clinic(s) in its jurisdiction;
- If a vaccination clinic(s) is/are requested by checking the box above, the City also requests County to provide personnel to license animals during the vaccination clinic.

Part Four: License Information (required if the Department manages City licensing)

Standard Licensing Services:

License renewal notices are mailed or transmitted to the animal owner of record, the renewal and payment is received and processed annually on a fee per license basis. Licenses will be required before an animal will be released to a resident of a City participating in the Standard Licensing Services program. Fees from licenses collected will be credited to the City monthly in arrears.

- City has adopted the license fees outlined in Title 10 of the Los Angeles County Code

Altered Dog	\$ <u>20.00</u>	Altered Cat	\$ <u>5.00</u>
Unaltered Dog	\$ <u>60.00</u>	Unaltered Cat	\$ <u>10.00</u>
Senior* Dog	\$ <u>7.50</u>	*Senior age is defined as <u>60</u> years.	
Delinquency Charge	\$ <u>Equal to Amount of License</u>		
Delinquency Charge applies after: <u>10 days</u>			
Field Enforcement Fee	\$ <u>40.00</u> (licensing initiated in the field)		

- City has adopted the following license fees:

Altered Dog	\$ _____	Altered Cat	\$ _____
Unaltered Dog	\$ _____	Unaltered Cat	\$ _____
Senior* Dog	\$ _____	Senior* Cat	\$ _____
_____	\$ _____	_____	\$ _____

*Senior age is defined as _____ years.

Delinquency Charge \$ _____

Delinquency Charge applies after: _____ days.

Field Enforcement Fee \$ _____ (licensing initiated in the field)

Current license fees adopted by the City on _____, 20_____.

- No Animal Licensing Services

Records:

Upon reasonable notice, the Department shall make available to authorized representatives of City of Cudahy, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to this Agreement. The City of Cudahy shall ensure such records are handled in a manner consistent with all applicable privacy laws and all related to public records, including, but not limited to the Public Records Act (Government Code § 6250 et. seq.).

Part Six: Contact Information

Primary Contact

Name: _____
Address: _____

Telephone: (____) _____
Alt. Telephone: (____) _____
E-mail: _____

Alternate Contact

Name: _____
Address: _____

Telephone: (____) _____
Alt. Telephone: (____) _____
E-mail: _____

WD: FY 2014-15 Service Level Request DR

GENERAL SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only, June 18, 2010, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Cudahy, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This contract shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2015, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In event the City desires to renew this agreement for said five-year period, the City Council shall not later than the last day of May 2015, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2015, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this 11TH day of MAY 2010.

APPROVED AS TO FORM

The City of Cudahy

By Dandy Oliver
City Attorney

By Paul M. [Signature]
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By Jerry Galvan
Deputy 3/6/10

By Gloria Molina
Chair Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer/Clerk
of the Board of Supervisors



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 MAY 11 2010

By [Signature]
Deputy **JUN 11 2010**

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By [Signature]
Deputy



Item Number **10D**

STAFF REPORT

Date: December 16, 2014
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: **Approve First Amendment to Professional Services Agreement (PSA) with Data Ticket, Inc. for City's Pilot Overnight Parking Program.**

RECOMMENDATION

The City Council is requested to approve the first amendment to the existing Professional Services Agreement (PSA) with Data Ticket, Inc. in the amount of \$12,000 and associated fees for permits fulfillment for the development and administration of an online permit application in order to implement the City's Pilot Overnight Parking policy and program i.e. , (1/1/15 – 6/30/15).

BACKGROUND

1. The City requires an overnight parking permit to park on City streets. The existing overnight parking permit is free, however can only be issued under special circumstances set forth by CMC 10.04.040 (2).

"The prohibitions of this section shall not apply to any vehicle which has attached thereto an all-night parking permit validly issued by the Sheriff or Director of building and public services. Such permits shall be issued only in the case of genuine emergencies. All-night parking permits shall be issued for a period not to exceed 24 hours; provided, however, upon application therefore, such permits may be extended an additional 24 hours. No more than three such extensions shall be granted."

2. On September 8, 2003, the City approved an Agreement for Services with Data Ticket Inc. to provide for the processing of bails, fines and forfeiture thereof, in connection with the issuance of citations for illegal parking pursuant to the laws of the State of California.
3. On November 4, 2014, the City Council meeting gave unanimous direction to prepare a resolution to develop a pilot program which would allow overnight parking through a parking permit and related requirements to qualify, in order to address the influx of overall parking demand due to limited parking for older single-family, multi-family, and mobile home parks.

4. On November 25, 2014, City Council approved Resolution No. 14-77 adopting a City-wide Pilot Program for Overnight On-Street Parking.

ANALYSIS

As mentioned in the November 25, 2014 City Council staff report recommending the adoption of Resolution No. 14-77, there will be an incurred cost of approximately \$3,000-\$5,000 for the purchase of 2,000 permit stickers. Additional staff time required and associated costs to implement the program would be difficult to predict at start-up, however the additional workload would be assigned to existing staff members.

In order to alleviate the additional workload from the existing limited staffing levels, staff coordinated with Data Ticket, Inc., the citation processing services provider for the City, to develop and implement a streamlined and expedited process through their pre-existing web-based application. The online permit application will be used to register and obtain residential parking permits, and allow City staff to manage the permitting program when necessary. Additionally, the permit program is compatible with the handheld ticket writers that the City's Municipal Officers will soon be using. This process will automate the majority of the administration. The web-based application will allow registration, verify residency with DMV, provide temporary permits while sticker is mailed to the resident, pre-purchase permits for upcoming years, track permits issued, and includes real time bilingual customer service Monday through Thursday 8:00 a.m.-5:00 p.m. and on Fridays 7:00 a.m. to 4:00 p.m. who can process registration requests and answer general questions.

Staff has determined that there are 181 days between 1/1/15 – 6/30/15, the permit excludes holidays and Monday and Thursday mornings from 3:00 a.m.-6:00 a.m. to accommodate street sweeping, as outlined in Resolution No. 14-77, therefore leaving 129 days eligible for overnight parking permit fees. The cost for a permit is \$1.00 per day, resulting in a cost of \$129.00 for the pilot program per permit. Each permit will only be sold for the length of the pilot program or prorated for remaining time in the pilot program.

CONCLUSION

City Council approval of the contract amendment will allow all administrative implementation of the pilot program to be managed by Data Ticket, Inc. including all registration, verifications, and issuing permits, eliminating the burden on staff time and resources. Consequently, if the contract amendment is not approved by the City Council, the permit process will be slow for residents as existing staff will shoulder the additional work load and lengthy process of receiving payments, verifying proof of residency and licensing, as well as distributing permits.

FINANCIAL IMPACT

Although the initial cost will be funded by the City's General Fund, the cost of implementation will be recovered through the permit fees collected in fulfilling permits. The initial cost is \$12,000 annually for the online application and implementation. Additionally, Data Ticket, Inc. will charge \$5.00 for each permit fulfillment. Additional costs will include approximately \$3,000 to \$5,000 for sticker permits, \$3.50 per transaction for the banking fees, \$5.00 per issued refund, and \$30.00 per credit card charge back.

In order for the program to be self-sustainable the City will need to sell a total of over 100 permits for overnight parking.

The chart below illustrates the number of permits that need to be fulfilled in order to sustain program implementation:

Total Cost of Program for one year	Service and Processing Fee to City per permit purchase	Cost of Permit for 129 days (\$1 per day) 6 month pilot program	Total Permits Necessary to Sustain Program
\$12,000	\$8.50	\$129	100

Total Cost of Program for one year	\$12,000
Service and Processing Fee to City per permit purchase	\$8.50
Cost of Permit for 129 days (\$1 per day) 6 month pilot program	\$129
Total Permits Necessary to Sustain Program	100
Example:	
Program Cost x Service Fee for 100 permits (<i>expenditure</i>)	\$12,850
100 Permits x Cost of Permit \$129 (<i>revenue</i>)	\$12,900

ATTACHMENTS

- A. November 25, 2014 Staff Report
- B. First Amendment to Data Ticket Inc. Professional Services Agreement
 - 1. Exhibit A – Proposal from Data Ticket



Item Number

10G

STAFF REPORT

Date: November 25, 2014

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

From: Jose E. Pulido, City Manager/Executive Director
By: Michael Allen, Acting Community Development Director

Subject: Consideration of Resolution No. 14-77, allowing a City-wide pilot program to allow permitted overnight on-street parking in designated parking areas from January 1, 2015 to June 30, 2015.

RECOMMENDATION

The City Council is requested to review and approve or deny the proposed Resolution No. 14-77, Adopting a City-Wide Pilot Program for Overnight On-Street Parking.

BACKGROUND

Currently, the City does not allow overnight parking on City streets without an overnight parking permit. The existing overnight parking permit is free, however can only be issued under special circumstances set forth by CMC 10.04.040 (2).

"The prohibitions of this section shall not apply to any vehicle which has attached thereto an all-night parking permit validly issued by the sheriff or director of building and public services. Such permits shall be issued only in the case of genuine emergencies. All-night parking permits shall be issued for a period not to exceed 24 hours; provided, however, upon application therefor, such permits may be extended an additional 24 hours. No more than three such extensions shall be granted."

In order to address the influx of overall parking demand due to limited parking for older single-family, multi-family, and mobile home parks, at the November 4, 2014 City Council meeting gave unanimous direction to prepare a resolution to develop a pilot program which would allow overnight parking through a parking permit and related requirements to qualify.

ANALYSIS

The City currently has designated on-street parking areas throughout the City with parking restrictions in order to manage parking availability, ensure visibility during the evening and dusk hours, and allow for overnight street sweeping. As stated in the Cudahy Municipal Code (CMC), notwithstanding the provisions of CMC 10.04.010, the operator of any vehicle shall not park such vehicle on any highway, street, alley, or public way or public place between 3:00 a.m. and 6:00 a.m. on any day, except as otherwise provided in CMC 10.04.040.

Additionally, an overnight parking permit process exists as stipulated in CMC 10.04.040(2), which states that the prohibitions shall not apply to any vehicle which has attached thereto an all-night parking permit validly issued by the sheriff or director of building and public services. Such permits shall be issued only in the case of genuine emergencies. All-night parking permits shall be issued for a period not to exceed 24 hours; provided, however, upon application therefor, such permits may be extended an additional 24 hours. No more than three such extensions shall be granted.

Due to compacted and dense single-family and multi-family properties city-wide and a lack of available off-street parking, on-street parking and overnight parking are necessary in order to accommodate past and foreseeable increase in parking demand. However, overnight parking should still adhere to parking regulations which limit or restrict parking in red curb zones, green curb zones, yellow curb zones, and regulate stopping, standing, or other parking markings (i.e., handicapped marked stalls).

In order to address the excess demand, City Council proposed a pilot overnight parking permit program from January 1, 2015 to June 30, 2015. The pilot program included a series of requirements in order to qualify as well as parameters to regulate allocation and enforcement. The following summarizes requirements and regulations as proposed by City Council at the November 4, 2014 City Council meeting, as well as items proposed by City staff:

A. Administration of the Pilot Program

1. City residents may request that a permit for overnight vehicle parking in accordance with the Pilot Program be issued for a specific vehicle and dwelling unit. The vehicle registration and the applicant's driver's license must reflect the same name and address.
2. The Public Safety Department shall prescribe forms requesting any information and documentation pertinent to the eligibility requirements, including, without limitation, vehicle registration, driver's license, renter's agreement, and condominium documents. False information on a permit application will subject the permit to immediate revocation.
3. The City may conduct an inspection to verify parking conditions and application information prior to issuing a parking permit.

B. Eligibility

- One (1) semi-annual parking permit shall be issued per dwelling unit when the following conditions apply:
 - When a multi-family apartment or dwelling unit has two (2) registered vehicles, and only one parking space is provided.
 - When a single-family home has four (4) registered vehicles.
 - When a condominium has three (3) registered vehicles.
 - Dwelling units with a two-car garage and at least one additional designated parking space must have at least five (5) registered vehicles to qualify.
- One (1) additional semi-annual parking permit shall be issued per dwelling unit when the following conditions apply:
 - When a single-family home has six (6) registered vehicles and five (5) licensed drivers.
 - When a condominium has four (4) registered vehicles and (3) licensed drivers.
 - Dwelling units with a two-car garage and at least one additional designated parking space must have at least seven (7) registered vehicles and six (6) licensed drivers.

C. General Conditions

- Overnight parking permits sold after January 1, 2015 will be prorated for the remainder of the time left in the Pilot Program.
- Temporary permits within the Pilot Program will not be issued.
- At the end of the Pilot Program, permit holders must reapply if and when a permanent overnight parking program is developed.
- Overnight parking permits will not be issued for parking of motor homes, recreational vehicles, or any commercial vehicles. This includes vehicles with signs, logos, racks, or ladders.
- All permitted vehicles must be parked in front of the registered dwelling unit.
- Handicap or Disabled Person (DP) Parking Placard or license plate do not exempt or preclude the requirement to obtain an overnight parking permit.
- Parking permits shall be displayed and visible in the outside upper left-hand corner of the rear car window.
- Non-operational vehicles will not be issued an overnight parking permit.
- Overnight parking will not be allowed during street sweeping on Monday mornings from 3:00am-6:00am and Thursday mornings from 3:00am-6:00am.
- Vehicles shall not park in the same location in excess of 72 hours.
- Vehicles that have unpaid parking citations will not be issued overnight parking permits.

D. Holiday Parking

- Overnight parking enforcement shall be suspended during the period of the Pilot Program in connection with the following National holidays:
 - New Year's Day – December 31 and January 1
 - Martin Luther King Day – 3rd Monday in January
 - Presidents Day – 3rd Monday in February
 - Memorial Day – Last Monday in May

CONCLUSION

If approved, City staff would begin to establish internal processes and purchase necessary equipment in order to implement the overnight parking permit pilot program before January 1, 2015. Alternatively, if the proposed resolution is not approved, overnight parking permits will continue to be issued according to CMC 10.04.040(2).

FINANCIAL IMPACT

As a result of the pilot program, there will be an incurred cost of approximately \$3,000-5,000 for approximately 2000 permit stickers. Permits will be issued by the receptionist in City Hall, and municipal enforcement will continue to enforce the existing CMC as well as the proposed resolution, it will not require any reallocation of staffing.

ATTACHMENTS

- A. CMC 10.04 Traffic Code
- B. Resolution No. 14-77

2014
FIRST AMENDMENT
TO CONTRACT SERVICES AGREEMENT
(Engagement: Plan Checking Services)
(Parties: City of Cudahy and Data Ticket, Inc.)

THIS FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "Amendment") to that certain document entitled "Agreement for Services" (the "Master Agreement") executed as of September 8, 2003, by and between the City of Cudahy, a municipal corporation (hereinafter, "City") and Data Ticket, Inc., dba Municipal Services Bureau, Parking, a California Corporation (hereinafter, "Consultant") is made and entered into this ___ day of _____ 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 Amendment is made with the respect to the following facts and purposes:

WHEREAS, on or about September 8, 2003, the Parties executed and entered into the Master Agreement which is attached hereto as Exhibit "A"; and

WHEREAS, the City desires to add the the following additional contract services: the issuance of overnight parking permits; and

WHEREAS, Consultant has represented to City that it has the requisite skill and experience to safely and competently perform the desired contract services within the City; and

WHEREAS, an amendment is permissible pursuant to Section 14 of the Master Agreement, provided that it is in writing and executed by both Parties; and

WHEREAS, the execution of this Amendment was approved by the Cudahy City Council at its Regular Meeting of December 15, 2014.

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 2 ("Scope Of Work") of the Master Agreement is hereby amended to include the Proposal For Permit Issuance Services found in Exhibit "B." 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 9 (Compensation, Fees and Method of Payment) of the Master Agreement is hereby amended in part by increasing the amount of the Contract Price to Twelve Thousand Dollars (\$12,000) as compensation for the additional Work reflected in Exhibit "B."

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.

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 OF CUDAHY:

DATA TICKET, INC.

By: _____
Jose E. Pulido, City Manager

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Isabel Birrueta, City Attorney

Date: _____

EXHIBIT "A"
(Master Agreement)

AGREEMENT FOR SERVICES

This Agreement is made and entered into as of this 8th day of September, 2003 between "Data Ticket Inc. dba MUNICIPAL SERVICES BUREAU, PARKING", a California Corporation (hereinafter referred to as "COMPANY"), and the CITY OF CUDAHY, a Municipal Corporation (hereinafter referred to as "CITY"),

RECITALS

WHEREAS, CITY requires for professional Municipal Citation Data Processing services:
and

WHEREAS, CITY desires to contract for such services with a private contractor; and

WHEREAS, Municipal Services Bureau, Parking is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the requirements involved; and

WHEREAS, CITY wishes to retain Municipal Services Bureau, Parking to perform such services under the direction of the City Manager to provide typical Municipal Citation Data Processing including but not limited to the following: Process all citations for the CITY. Provide monthly summary of citations entered, paid and cleared. Prepare notices for delinquent citations. Obtain vehicle registration information and add it the Master File in order to mail notices of delinquency. Prepare reports supporting notices for mailing. Provide delinquent citation collection services; and

WHEREAS: The parties intend by this Agreement to provide for the processing of fines, bail and forfeiture thereof, in connection with the issuance of citations for illegal parking pursuant to the laws of the State of California, the parties agree as follows:

SECTION 1: AGREEMENT:

This AGREEMENT consists of this document and attachments: Exhibit A, 'Scope Of Services And Performance', and Exhibit B, 'Fee Schedule', a copy of which is attached hereto and incorporated herein by this reference.

SECTION 2: SCOPE OF SERVICES:

The Company agrees to perform the services set forth in Exhibit A to this Contract, a copy of which is attached hereto and incorporated herein by this reference.

SECTION 3: TERMS AND CONDITIONS:

This Agreement shall be for an initial period of one (1) year commencing as of the last date of signature. Unless notice of termination is made in writing by either party to the other no less than sixty (60) days prior to the end of the scheduled term, this Agreement shall automatically renew for subsequent one (1) year periods. Fees may be raised each year and shall equal the change in the Los Angeles/Anaheim/Riverside consumer price index (CPI) measured from September of each proceeding year.

Upon a material breach or upon sixty (60) days written notice to COMPANY, the CITY may cancel or terminate this Agreement. If terminated for cause the COMPANY shall have thirty (30) days to cure any material breach or defect set forth in the written termination notice provided by CITY. If terminated without cause, the Agreement shall terminate on the sixtieth day following written notice.

CITY agrees to utilize only the services of COMPANY during the term of this Agreement for the processing of the citations referred to above. CITY agrees during the term of the Agreement to not directly or indirectly assist a competitor of COMPANY in the performance of the services provided by COMPANY under this Agreement.

SECTION 4: REPORTS:

COMPANY will submit reports to CITY no later than the last day of the month following activity. The reports will provide activities relating to performance under this Agreement. Among the reports which COMPANY may/will generate are the following:

- a). Report of Revenue Collected for Period
- b). Report for Parking Citations Issued for Period
- c). A balanced summary report for issuing CITY providing the status of all parking citations at the beginning of the period, current period activity, and at the end of the period.
- d). A report for issuing Agency identifying registered vehicle owners with five (5) or more outstanding parking citations.
- e). A report for issuing Agency identifying the parking citations issued, location, violation by each officer.

A monthly revenue report will list all revenues received during the preceding month. This report will also provide information regarding the CITY's responsibility to the County for the Jail and Court fund as required by Sections 40200.3 (a) of the California Vehicle Code.

Annually, COMPANY shall comply with CVC 40200.3 (b)

SECTION 5: OWNERSHIP OF DOCUMENTS:

All reports, information, and data, including but not limited to computer tapes or discs, files, and tapes furnished or prepared by the COMPANY or its subcontractor (collectively the "Materials") are and shall remain exclusively the sole property of COMPANY, and the CITY shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the CITY shall acquire no right or title to said Systems.

COMPANY will maintain adequate books or records for parking citations issued within the CITY'S jurisdiction and referred to COMPANY for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by CITY at the COMPANY'S location at reasonable times upon adequate prior notice to COMPANY.

All documents, records and tapes supplied by CITY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of CITY. COMPANY agrees to return same promptly to CITY no later than forty-five, (45) days following notice to the COMPANY. The CITY shall make arrangements with COMPANY for the transmission of such data to the CITY upon payment to COMPANY of the cost of copy and delivery of such tape from COMPANY'S computer facilities to CITY'S designated point of delivery, plus any open invoices.

SECTION 6: CONFIDENTIALITY:

In order to enable COMPANY to carry out its work hereunder, to some extent it will have to impart to the CITY'S employees information contained in the Materials and Systems (collectively the "CONFIDENTIAL DATA"). The CITY agrees that information contained in the DATA that was marked in writing as "CONFIDENTIAL", "PROPRIETARY" or similarly so as to give notice of its confidential nature, when submitted to the CITY by COMPANY shall be retained by CITY in the strictest confidence and shall not be used or disclosed in any form except in accordance with paragraph 3.8 hereinbelow. The CITY recognizes that irreparable harm could be occasioned to COMPANY by disclosure of CONFIDENTIAL DATA which is related to its business and that COMPANY may accordingly seek to protect such CONFIDENTIAL DATA by enjoining disclosure.

No report, information, data, files, or tapes furnished or prepared by COMPANY or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of CITY other than individuals or organization who are reasonable necessary to properly effectuate the terms and conditions of this agreement. This Non-Disclosure obligation shall survive the Termination of this Agreement.

SECTION 7: AUDIT:

COMPANY shall maintain master files on parking citations referred to it for processing under this Agreement. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

SECTION 8: STORAGE OF CITATIONS:

Per Article III, Sections 10.A and 10B of exhibit A, a copy of which is attached hereto and incorporated herein by this reference.

SECTION 9: COMPENSATION, FEES, AND METHOD OF PAYMENT:

The fee structure hereinafter provided shall be based on the combined parking citation volume. Exhibit B, 'Fee Schedule' a copy of which is attached hereto and incorporated herein by this reference.

The fee due and payable to COMPANY will be computed on a per parking citation basis and will be based on the issuance date of the citation. Each parking citation assigned to COMPANY for processing shall be utilized in computing the base for the total fee. Once the initial fee has been charged for a parking citation, no additional costs can be charged by COMPANY to pursue collection except as defined in Article III, Section 3.10b, Article IV, Section 4.4 and 4.5, and Exhibit A.

The fee for the term of this Agreement for providing Administrative Reviews and Administrative Hearings and service for CITY contestants is defined in Exhibit A. The CITY shall be responsible to pay the \$25.00 Court filing fee, if the review and administrative adjudication decisions are overturned by the Court.

COMPANY shall retain 38 (thirty-eight) percent of payments for delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

- a). Citations for which the California State Department of Motor Vehicles has dropped the registration hold because of a transfer of ownership, non-renewal of registration or a registration hold was not accepted by DMV, but the normal daily processing cycle is complete.
- b). Citations with out-of-state license plates.
- c). Any other problem or special citations which CITY so designates and refers to COMPANY under this Agreement.

The COMPANY will maintain auditable records to document the COMPANY'S actual increase in postage costs associated with the mailing of delinquency notices for unpaid citation and for other mailings related to the processing of correspondence, etc., concerning any citations. COMPANY will be reimbursed for postal rate increases for presorted first-class mail on a per-piece mailed basis. The increase will be effective on the date that the postal rate increase takes place.

SECTION 10: CLAIMS AND ACTIONS:

Cooperation: In the event any claim or action is brought against COMPANY relating to COMPANY'S performance or services rendered under this Agreement, COMPANY shall notify the CITY, in writing, within five (5) days, of said claim or action.

COMPANY AND CITY agree to the following hold harmless clauses:

- a). COMPANY agrees to indemnify, defend, and hold harmless the CITY and its officers and employees against all claims, demands, damages, costs, and liabilities arising out of, or in connection with, the performance by COMPANY or any of their officers, employees, or agents under this AGREEMENT, excepting only loss, injury, or damage caused solely by the negligent acts or omissions of CITY or any of its officers or employees.

b). CITY agrees to indemnify, defend, and hold harmless the COMPANY and its officers and employees against all claims, demands, damages, costs, and liabilities for loss, injury, or damage caused solely by the negligent acts or omissions of CITY or any of its officers or employees arising out of, or in connection with, the performance by CITY or any of its officers or employees under this AGREEMENT.

SECTION 11: ASSIGNMENTS AND SUBCONTRACTORS:

COMPANY is authorized to engage subcontracts, as permitted by law at COMPANY'S own expense, which subcontracts shall be deemed agents of COMPANY.

This contract may not be assigned without the prior written consent of the CITY. It is understood and acknowledged by the parties that the COMPANY is uniquely qualified to perform the services in this agreement.

SECTION 12: INDEPENDENT CONTRACTOR:

COMPANY'S relationship to CITY in the performance of this Agreement is that of an independent contractor. Personnel performing services under this Agreement shall at all times be under COMPANY'S exclusive direction and control and shall be employees of COMPANY and not employees of the CITY. COMPANY shall pay all wages and salaries and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters. Neither COMPANY nor any officer, agent, or employee of COMPANY shall obtain any right to retirement benefits or other benefits which accrue to employees of CITY, and COMPANY hereby expressly waives any claim it might have to such rights.

SECTION 13: INSURANCE:

COMPANY shall provide and maintain at its own expense during the term of this Agreement, the following policy or policies of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the CITY and certificates of such insurance shall be delivered to the CITY CLERK on or before the effective date of this Agreement. Such certificates shall specifically identify this Agreement and shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the CITY.

Comprehensive general liability insurance covering bodily and personal injury and property damage. Limits shall be in an amount of not less than \$1,000,000 per occurrence. Such insurance policies shall name the CITY, its officers, agents and employees, individually and collectively, as additionally insured.

Such coverage for additional insured shall apply as primary insurance and any other insurance or self-insured retention maintained by the CITY its officers, agents and employees shall be excess only and not contributing with insurance provided under said policy.

Comprehensive automobile liability owned, non-owned and hired vehicles with not less than One Million (\$1,000,000) Dollars combined single limit, per occurrence for property damage and for bodily injury or death of persons. Such insurance shall include the

same additional-insured and cancellation notice provisions as specified above and may be combined with the comprehensive general liability coverage required above.

Throughout the period of agreement COMPANY, at its sole cost, shall maintain in full force and effect a policy of workers' compensation insurance covering all of its employees as required by the labor code of the State of California.

SECTION 14: ENTIRE AGREEMENT:

This contract is intended by the parties as a final expression of their Agreement and also as a complete and exclusive statement of the terms thereof, any prior oral or written Agreement regarding the same subject matter notwithstanding. This Agreement may not be modified or terminated orally, and no modification or any claim of waiver of any of the provision shall be effective unless in writing and signed by both parties.

This Agreement shall be construed in accordance with the Laws of the State of California.

SECTION 15: NOTICES:

Any notice required under this Agreement to be given to either party may be given by depositing in the United States mail, postage prepaid, first-class, addressed to the following:

IF TO CITY

George A. Perez, City Manager
c/o Larry Galvan, City Clerk
CITY HALL
5220 SANTA ANA STREET
CUDAHY, CALIFORNIA 90201-6024

IF TO COMPANY:

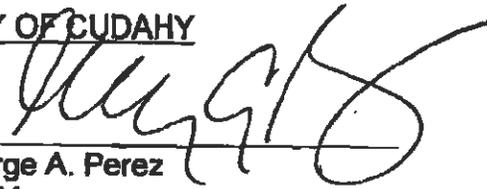
DATA TICKET, INC.
dba MUNICIPAL SERVICES BUREAU, PARKING
4600 CAMPUS DRIVE, SUITE 200
NEWPORT BEACH, CALIFORNIA 92660

SECTION 16: VENUE:

Any action, claim, or litigation initiated by either party concerning this Agreement shall have as its venue Los Angeles County, California.

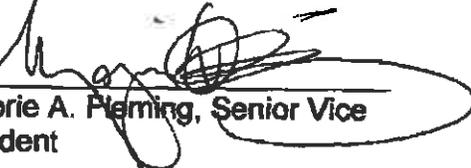
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year last written above.

CITY OF CUDAHY

By: 
George A. Perez
City Manager

Date: 1-5-03

COMPANY:

By: 
Marjorie A. Fleming, Senior Vice
President

Date: 12/29/03

ATTEST:

By: 
Larry Galvan, City Clerk

APPROVED AS TO FORM:

By: 
David J. Olivas, City Attorney

Scope of Service and Performance

These services are provided by:

Data Ticket Inc., dba Municipal Services Bureau

(a California Corporation)

4600 Campus Drive, Suite 200

Newport Beach, California 92660

(hereinafter referred to as "COMPANY")

FOR:

THE CITY OF CUDAHY

5220 Santa Ana Street

Cudahy, CA 90201

(hereinafter referred to as "CITY").

MSB/Data Ticket intends to provide for the processing of bails, fines and forfeiture thereof, in connection with the issuance of citations for illegal parking pursuant to the laws of the State of California.

ARTICLE I - CITATION PROCESSING

1.1 **Referral and Reconciliation:** COMPANY shall receive and process parking citations, which COMPANY shall receive from CITY. COMPANY will provide a reconciliation of the number of citations received from CITY.

1.2 **Determination of Processable Citations:** COMPANY shall screen the parking citations referred to it by CITY to determine if the citation is processable. If the citation is determined by COMPANY to be unprocessable (e.g., essential processing information

is missing), COMPANY shall return the citation to CITY within seven (7) days of receipt, by COMPANY'S office, for clarification. COMPANY will be paid the contractual rate hereinafter provided, for citations properly returned to the CITY as unprocessable.

1.3 Collection and deposit of funds: A "direct deposit" system shall be employed for all funds received in payment of citations. The CITY shall own the account and deposits shall be made directly into the account by the COMPANY for the collecting CITY. The COMPANY will invoice the CITY for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 12% (or lower if any statutes, rules or regulations prohibit this rate).

1.4 Identification of Registered Vehicle Owners: COMPANY shall exert best efforts to obtain the name and address of the registered vehicle owner from the California State Department of Motor Vehicles (DMV) and DMV'S nationwide, for each vehicle for which a parking citation has been issued, but payment has not been received within the required time period. COMPANY shall follow all procedures specified by the DMV, and be consistent with the California Vehicle Code and DMV'S nationwide, when identifying registered vehicle owners.

1.5 Verification of Ownership: COMPANY will take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

1.6 Delinquency Notices: In accordance with State law COMPANY will generate and mail (presorted, first-class postage) no sooner than twenty-one (21) days of the citation issuance date, a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the California Vehicle Code, including, but not limited to, the following:

- A. The parking citation issuance date and number;
- B. The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for their arrest; and
- C. The amount of fines and fees due and payable
- D. Affidavit of Non-Ownership

1.7 Registration Holds: The COMPANY will provide the system and procedures and will interface with the California State Department of Motor Vehicles to place a hold on vehicle registrations having unpaid parking fines and fees due against those vehicles in accordance with the California Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable period of time after issuance of a delinquency notice. The period of time will not exceed the time limits provided by state law.

1.8 Removal of Registration Holds: COMPANY will provide the system and procedures and will interface with the California State Department of Motor Vehicles to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation fines, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of COMPANY.

1.9 Contested Citations: In the event a registered vehicle owner disputes the liability for the outstanding parking citation, COMPANY will advise the registered vehicle owner of his/her right to request an administrative review/hearing/court appearance. All contested citations will be forwarded to the hearing administrator or CITY within the prescribed time period so that the matter can be adjudicated. (CVC 40200.7 & 40215)

1.10 Administrative Review and Hearing: The COMPANY will schedule administrative reviews and hearings to respond to parking violators wishing to contest their citations, and offers the option to hold and administer those reviews and hearings. The COMPANY will provide a toll-free 800 number for contestants to call, correspond with contestants and may notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court as required. The COMPANY shall not be responsible for the CITY'S failure to provide correct or timely infraction information. The CITY shall be responsible to pay the \$25.00 court filing fee, if the Review and Administrative Hearing decisions are overturned by the Court.

1.11 Citations Disposed of by Hearing/Court: The COMPANY may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. COMPANY shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. COMPANY will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/court action. Parking citations which are dismissed as a result of hearing/court action, will have the dismissal processed by the COMPANY promptly after receipt from the Hearing/Court.

1.12 Suspension of Processing: COMPANY will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the

CITY. COMPANY will promptly return any citation or facsimile properly requested by the CITY. COMPANY will maintain records indicating any suspension of citation as a result of CITY'S request. COMPANY shall be paid the contractual rate hereinafter provided for processing the citations suspended by the CITY.

1.13 Payments by U.S. Mail: The postmark date will be the criteria to establish any delinquent fees due.

1.14 Parking Citation System Master File Update: COMPANY will regularly update the parking citation master file for new citations, payments, reductions, cancellations, dismissals and any other pertinent data.

ARTICLE II - PAYMENT PROCESSING

2.1 Disposition Processing: COMPANY will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for at least two (2) years, for research and statistical purposes.

2.2 Payments Processing: COMPANY shall process citation payments on a regular basis. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are citations with the correct bail, paid on or before the due date. (This includes payments properly complying with prior Notices-of-Intent).

"Partial Payments" are citations paid after the due date, or if the defendant has paid less than the amount of bail due. A Notice-of-Intent, or a postcard will advise defendant of late charges and/or incorrect bail. In such cases, COMPANY, in its discretion, may return the original check to the sender.

"Court/Hearing Requests" are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.

2.3 Miscellaneous Letters Processing: COMPANY will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by COMPANY for proper follow-up by the CITY.

2.4 Batching Procedures: COMPANY shall maintain an effective method of internal control procedures. Such procedures shall involve reconciliation of all payments

received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be stored in a file room, for a period of two (2) years.

2.5 Cash Payments: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments. Using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in triplicate, allowing one (1) copy for the CITY and one (1) copy for the COMPANY. All deposits shall be directly deposited into the CITY'S designated bank account. CITY will supply deposit slips and endorsement stamp to COMPANY. COMPANY shall only have the capability to make deposits on behalf of the CITY.

2.7 Revenue Report: A monthly revenue report will list all revenues received during the preceding month. This report will also provide information regarding the CITY'S responsibility to the County for the Jail and Court fund as required by Sections 40200.3 (a) of the California Vehicle Code.

ARTICLE III – GENERAL

3.1 Public Inquiries: The COMPANY will respond to reasonable inquiry by telephone or letter of a non-judicial nature. Inquiries of a judicial nature will be referred to the CITY for determination.

3.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action in any specific case without CITY'S prior approval.

3.3 Use of Approved Forms: CITY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the COMPANY. These must conform to State and local law.

3.4 Books and Records: COMPANY will maintain adequate books or records for parking citations issued within the CITY'S jurisdiction and referred to COMPANY for processing. Such books or records, and related computer processing data, shall be available for

reasonable inspection and audit by CITY at the COMPANY'S location at reasonable times upon adequate prior notice to COMPANY.

3.5 Ownership: All reports, information, and data, including but not limited to computer tapes or discs, files, and tapes furnished or prepared by the COMPANY or its subcontractor (collectively the "Materials") are and shall remain exclusively the sole property of COMPANY, and the CITY shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the CITY shall acquire no right or title to said Systems.

3.6 Property of CITY: All documents, records and tapes supplied by CITY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of CITY. COMPANY agrees to return same promptly to CITY no later than forty-five (45) days following notice to the COMPANY. The CITY shall make arrangements with COMPANY for the transmission of such data to the CITY upon payment to COMPANY of the cost of copy and delivery of such tape from COMPANY'S computer facilities to CITY'S designated point of delivery, plus any open invoices.

3.7 Confidentiality: In order to enable COMPANY to carry out its work hereunder, to some extent it will have to impart to the CITY'S employees information contained in the Materials and Systems (collectively the "CONFIDENTIAL DATA"). The CITY agrees that information contained in the data that was marked in writing as "CONFIDENTIAL", "PROPRIETARY" or similarly, so as to give notice of its confidential nature, when submitted to the CITY by COMPANY shall be retained by CITY in the strictest confidence and shall not be used or disclosed in any form except in accordance with paragraph 3.8 hereinbelow. The CITY recognizes that irreparable harm could be occasioned to COMPANY by disclosure of CONFIDENTIAL DATA which is related to its business and that COMPANY may accordingly seek to protect such CONFIDENTIAL DATA by enjoining disclosure.

3.8 Consent For Disclosure: No report, information, data, files, or tapes furnished or prepared by COMPANY or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of CITY other than individuals or organization who are reasonable necessary to properly effectuate the terms and conditions of this agreement. This Non-Disclosure obligation shall survive the termination of this Agreement.

3.9 COMPANY Files: COMPANY shall maintain master files on parking citations referred to it for processing under this Agreement. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

3.10 Storage for CITY:

A. COMPANY agrees to store original citations for three (3) years, at which time they will be returned to CITY. COMPANY will have such information available on system or magnetic tape data for CITY'S parking citations for a reasonable time period to permit CITY retrieval of such information. CITY relieves COMPANY of all liability costs associated with data released by CITY to any other person or entity using such data.

B. Subsequent to the termination of the contract, COMPANY will return hard copy to the CITY. If requested, a magnetic tape of its processed data will be provided for a fee of seventy-five Dollars (\$75.00) per magnetic tape.

ARTICLE IV - CONTRACT PRICE

4.1 Basis for Fee Structure: The fee structure hereinafter provided shall be based on the combined parking citation volume.

4.2 Basis of Fee Computation: The fee due and payable to COMPANY will be computed on a per parking citation basis and will be based on the issuance date of the citation. Each parking citation assigned to COMPANY for processing shall be utilized in computing the base for the total fee. Once the initial fee has been charged for a parking citation, no additional costs can be charged by COMPANY to pursue collection except as defined in Article III, Section 3.10b; Article IV, Section 4.4 and 4.5, of this Agreement.

4.3 Rate: Fee Schedule; EXHIBIT B applies

4.4 CVC 40215 ADJUDICATION OPTION: ALL SERVICES PROVIDED:

No cost associated with administrative hearings per exhibit B

4.5 Other Fees: COMPANY shall retain thirty-eight percent (38%) of payments for delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

A. Delinquent citations; those for which the California State Department of Motor Vehicles has dropped the registration hold because of a transfer of ownership or non-

renewal of registration or a registration hold has not been placed, but the normal daily processing cycle is complete.

B. Citations with out-of-state license plates.

C. Any other problem or special citations which CITY so designates and refers to COMPANY under this Agreement.

4.6 Postal Rate Increase: The COMPANY will maintain auditable records to document the COMPANY'S actual postage costs associated with the mailing of delinquency notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase takes place.

ARTICLE V - REPORTS

5.1 Periodic Reports: COMPANY will submit reports to CITY the month following the month in which activity is being reported. The reports will provide activities relating to performance under this Agreement. Among the reports which COMPANY may/will generate are the following:

A. Report of Revenue Collected for Period

B. Report for Parking Citations Issued for Period

C. A balanced summary report for issuing CITY providing the status of all parking citations at the beginning of the period, current period activity, and at the end of the period.

D. A report for issuing Agency identifying registered vehicle owners with five (5) or more outstanding parking citations.

E. A report for issuing Agency identifying the parking citations issued, location, violation by each officer.

5.2 Annual Reports: Annually, COMPANY shall comply with CVC 40200.3 (b)

5.3 Microfiche: At PUBLIC ENTITY'S sole cost and expense, COMPANY will provide all available reports on microfiche, if CITY so requests in writing.

ARTICLE VI - CLAIMS AND ACTIONS

7.1 CITY Cooperation: In the event any claim or action is brought against COMPANY relating to COMPANY'S performance or services rendered under this Agreement, COMPANY shall notify the CITY, in writing, within five (5) days, of said claim or action.

Hold Harmless: COMPANY AND CITY agree to the following hold harmless clauses.

COMPANY agrees to indemnify, defend, and hold harmless the CITY and its officers and employees against all claims, demands, damages, costs, and liabilities arising out of, or in connection with, the performance by COMPANY or any of their officers, employees, or agents under this AGREEMENT, excepting only loss, injury, or damage caused solely by the negligent acts or omissions of CITY or any of its officers or employees.

CITY agrees to indemnify, defend, and hold harmless the COMPANY and its officers and employees against all claims, demands, damages, costs, and liabilities for loss, injury, or damage caused solely by the negligent acts or omissions of CITY or any of its officers or employees arising out of, or in connection with, the performance by CITY or any of its officers or employees under this AGREEMENT.

ARTICLE VII - SUBCONTRACTORS AND ASSIGNMENTS

8.1 Subcontracting: COMPANY is authorized to engage subcontracts, as permitted by law at COMPANY'S own expense, subcontracts shall be deemed agents of COMPANY.

8.2 Assignments: This contract may not be assigned without the prior written consent of the CITY. It is understood and acknowledged by the parties that the COMPANY is uniquely qualified to perform the services in this agreement.

ARTICLE VIII - INDEPENDENT COMPANY

9.1 COMPANY'S Relationship: COMPANY'S relationship to CITY in the performance of this Agreement is that of an independent contractor. Personnel performing services under this Agreement shall at all times be under COMPANY'S exclusive direction and control and shall be employees of COMPANY and not employees of the CITY. COMPANY shall pay all wages and salaries and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters. Neither COMPANY nor any officer, agent, or employee of COMPANY shall obtain any right to retirement benefits or other benefits which accrue to employees of CITY, and

COMPANY hereby expressly waives any claim it might have to such rights.

ARTICLE IX – INSURANCE

10.1 Insurance Provisions: COMPANY shall provide and maintain at its own expense during the term of this Agreement, the following policy or policies of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the CITY and certificates of such insurance shall be delivered to the City Clerk on or before the effective date of this Agreement. Such certificates shall specifically identify this Agreement and shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the CITY.

Comprehensive general liability insurance covering bodily and personal injury and property damage. Limits shall be in an amount of not less than \$1,000,000 per occurrence. Such insurance policies shall name the CITY, its officers, agents and employees, individually and collectively, as additionally insured. Such coverage for additional insured shall apply as primary insurance and any other insurance or self-insured retention maintained by the CITY its officers, agents and employees shall be excess only and not contributing with insurance provided under said policy.

Comprehensive automobile liability owned, non-owned and hired vehicles with not less than One Million (\$1,000,000) Dollars combined single limit, per occurrence for property damage and for bodily injury or death of persons. Such insurance shall include the same additional-insured and cancellation notice provisions as specified above and may be combined with the comprehensive general liability coverage required above.

Throughout the period of agreement, COMPANY, at its sole cost, shall maintain in full force and effect a policy of workers' compensation insurance covering all of its employees as required by the labor code of the State of California.

COST PROPOSAL FOR THE CITY OF CUDAHY, CA

Description Proposed Fee

Fee for processing and collecting (manually) \$ 1.30 per cite

Fee for collecting each out-of-state citation 30% of collected revenue

Fee for sending first delinquent notice – **No Charge**

Quarterly Hearings: In-person at the City - **No Charge**

(\$150.00 Monthly Minimum applies if basic charges are less than that amount).

Specified services and material covered by the Fee for both in-state and out-of-state citations shall include:

- **Data entry of handwritten citations and entry of electronically transferred citations**
- **Processing and collection of payments**
- **Credit Card payments accepted via phone or paper**
- **Credit Card payments on line accepted**
- **On-Line connection to California DMV**
- **Interface with DMV's nationwide for registered owner information**
- **All forms and tracking**
- **Correspondence tracking and response**
- **DMV Holds and Releases Processed Daily**
- **800 line voice mail information 24 hours per day, 7 days per week**
- **800 line customer service answered by customer service representative**
- **Daily Deposits**
- **Bank reconciliation**
- **Comprehensive monthly management reports on issuance and revenue**

Additional Correspondence \$ 1.00 per letter

Scheduling: Review, Hearing and Court Appearances \$ 0.50 per cite

Real Time Viewing & Reporting on Client Database \$ 50.00 per mo.

(includes 6 user password log-ons)

**Allows viewing and printing of citation management reports and citations at the City.
The City will always have access to its citation database including all status updates.**

Convenience Fee to Violator: for Company Credit Card Usage \$ 3.00 per use (Web Site, phone & paper credit card payments) Conversion Cost Not to exceed \$1,000.00

Fee for Delinquent Collection Notices – (Old Citations, 38% of collected those which have gone through the normal collection revenue cycle including DMV hold, or are 6 months or older and remain uncollected)

Cost to Purchase Hand Held Ticket Writers:

Please see Cost Sheets for Ticket Writers, upon selection of preferred unit, a total cost proposal will be generated for City including exact costs for all hardware, software, ticket stock, envelopes and additional items.

EXHIBIT "B"
(Proposal/Revised Scope of Work)



**Cudahy
Permit Issuance Proposal**

Description of Services	Cost per Instance
<p>Online Permit Application: Online permit application to be used by the City's citizens to register for and obtain residential, vacation and guest parking permits. The online permit application will also be used by the City's Personnel to manage the permitting process. Finally, the City's handheld ticket writers (if the City chooses to Purchase/Lease) will have access to a daily file that includes all valid permits. When the issuing officer enters the license plate number, the handheld will indicate to the Officer whether the permit is valid or not.</p> <p>The solution will provide the City's Patrons with the following capabilities:</p> <ul style="list-style-type: none"> • Ability to register online and apply for permits • Ability to verify resident address with DMV to ensure resident resides in permit area • Ability to submit up to 3 documents online via the web to prove residency (i.e. utility bill, mortgage, etc.) • Provide online temporary permit with expiration date to be printed directly from resident's computer • Ability to create a login name and password to the solution with which the user may manage all future permits • Ability to pre-purchase permits for upcoming years • Ability to re-use data previously entered to purchase new permits • Tracking of all permits purchased by residents • Storage of all permit data online • Acceptance of Visa, MasterCard, Discover and American Express • Live, bi-lingual customer service agents available M-F, 8-5pm who will process registration requests, answer specific and general permit questions and provide fulfillment assistance <p>The Solution will provide the following capabilities to the City's personnel:</p> <ul style="list-style-type: none"> • Ability to register residents for the permit solution online • Ability to verify resident address with DMV to ensure resident resides in permit area • Ability to accept documentation and scan into the solution for proof of residency • Ability to generate reports on permits issued • Ability to search for permits by Resident • Ability to modify permit holder information • Ability to track all permits purchased by residence & tracking of all permits purchased by residence • Online training of all City personnel 	<p>\$12,000.00 per Year</p>



**Cudahy
Permit Issuance Proposal**

Description of Services	Cost per Instance
Permit Fulfillment: Services for the above-mentioned item includes: <ul style="list-style-type: none"> • Assignment of each permit per successful registration • Generating and mailing a custom notice to each successful registrant with an assigned permit • Includes Postage – USPS first class rate 	\$5.00
Permits <ul style="list-style-type: none"> • Cost of sticker permit – depending on size and quantity chosen 	TBD
Banking Fees: Data Ticket expects all banking fees to be passed on to the City's citizens who wish to pay by credit or debit card	\$3.50 per transaction
Refunds: Issuance of all refunds to citizens who are due a refund via 1 st class mail	\$5.00 per issued refund
Credit Card Charge Backs: Processing of each chargeback	\$30.00 per chargeback



Item Number

10E

STAFF REPORT

Date: December 16, 2014
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager
Subject: Council Co-Sponsorship of Special Event

RECOMMENDATION

It is recommended that the City Council approve a one-time fee waiver to the Tigers Cudahy Soccer Club for the use of Leo P. Turner Hall located at Clara Street Park, 4835 Clara Street, Cudahy, CA 90201, between the hours of 5:00PM and 11:00PM.

BACKGROUND

1. On August 5, 2014, the City Council unanimously approved Resolution No. 14-52, a resolution amending and modifying the schedule of facility use fees assessed to residents of Cudahy and non-profits and repealing Resolution No. 14-04 (Attachment A).
2. On December 5, 2014, the City Manager met with Tigers Cudahy Soccer Club Organizer, Adelina Garcia. In the meeting, Ms. Garcia requested to use a City facility for a Christmas Banquet at no charge for approximately 200 Cudahy children.

ANALYSIS

Although the intentions of the City Council were to provide easy access to City facilities for residents, the language seen in Resolution No. 14-52 does not allow for a number of activities to meet the criteria for a fee waiver. Due to the Tigers Cudahy Soccer Club not meeting the criteria set on Sections 1 and 2 of Resolution No. 14-52, the proper way of approving the fee waiver is through City Council approval of a fee waiver.

In the December 5, 2014, meeting with Ms. Garcia, City staff concluded that under Resolution No. 14-52, Tigers Cudahy Soccer Club did not meet any of the criteria as outlined in Resolution No. 14-52:

- a non-profit under Section 501(c)(3) of the Internal Revenue Code;
- an event that is a self-help and self-esteem workshop, financial service and banking, home buying process, time-management, parenting skills, tax preparation, etc.;
- education theme; and
- student gathering involving Cudahy youth and focused on academic study.

Furthermore, in an effort to properly address the many activities that can grant resident groups easy access to utilize City facilities, it is recommended that the Parks and Recreation Commission provide input towards the activities covered in the resolution mentioned and forward a recommendation to the City Council to either amend or repeal the Resolution No. 14-52 and establish a new and more inclusive resolution.

CONCLUSION

In an effort to address future inquiries from members of the public regarding fee waivers for City facilities, staff will present the City Council with a new Resolution amending Resolution No. 14-52 after the Parks and Recreation Commission provides its input in early 2015.

FINANCIAL IMPACT

Due to limited staff, the City will schedule two staff members for approximately six hours for the proposed event, having an estimated fiscal impact of \$180. The monies will be charged to the General Fund under the Recreation Department.

ATTACHMENTS

- A. Resolution No. 14-52
- B. Facility Reservation Application

RESOLUTION NO. 14-52

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

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

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

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

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

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

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

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

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

SECTION 2. In the following specific cases with verification of at least 50% participation of City of Cudahy residents, the City shall elect to sponsor or co-sponsor an event at one of the aforementioned facilities, and waive the corresponding fees with the exception of the corresponding deposit to attendees or organizers.

- A. Self-help and self-esteem workshops organized by a non-profit in areas of general benefit to constituents, such as (but not limited to) financial services and banking, home buying process, time management, parenting skills, tax preparation, etc., provided that no aspect of the City's co-sponsorship shall amount to promotional activity (including advertisement) for any commercial, for-profit organizations.
- B. Education –themed courses or workshops organized by a non-profit or a public school in areas such as university admissions, financial aid, college planning, career planning, test preparation, academic tutoring, science fairs, motivation talks for students, etc.
- C. Student gatherings involving Cudahy youth, and focused on academic study, test preparation, study hall type environments, or an official school-sponsored event with adult supervision and clear educational purpose, by a local public school domiciled in the City of Cudahy.

SECTION 3. All other pre-existing rates assessed to non-residents and other organizations shall remain in effect. The City Manager or designee shall post the revised schedule of fees on the City's internet homepage and copies of the revised schedule of fees shall be posted at the various facilities which posting shall also indicate the effective date of the revised schedule of fees.

SECTION 4. Resolution No. 14-04 is hereby repealed in its entirety.

SECTION 5. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof. This Resolution shall take effect immediately up its adoption, except as otherwise provided above.

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

AYES:	Council Member(s):	Guerrero, Oliva, Sanchez, Vice Mayor Markovich and Mayor Garcia
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	None



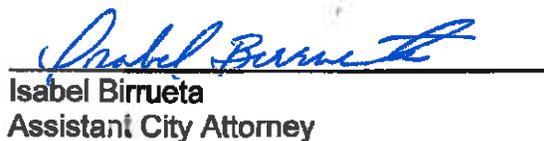
Chris Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:



Donna Schwartz
Interim City Clerk



Isabel Birrueta
Assistant City Attorney



**City of Cudahy
Community Services Department
5220 Santa Ana Street
Cudahy, CA 90201
(323) 773-5143**

FACILITY RESERVATION

Indicate Location of Facility:
(Please Circle)

- | | |
|-------------------|-------------|
| Bedwell Hall | Cudahy Park |
| Clara Street Park | Lugo Park |

Organization/Individual: Tigers Cudahy

Request for Single/Continuous Use: 12-19-14
Date(s)

Day(s) & Months

First Person will arrive at: 5:00 pm and leave at 11:00 pm

Indicate room(s) and other facilities to be used:

- | | | | |
|--------------|----------------|-------------------|-------------------|
| Soccer Field | Baseball Field | Picnic Facilities | <u>Auditorium</u> |
| Kitchen | Craft Room | Conference Room | |
| Other _____ | | | |

Estimated number in attendance: ≈ 200 Open to Public: Yes No

Describe Program:
Christmas banquet for Tigers Cudahy Club. Bringing in cooked (prepared) food/meats.

Special Note: UNDER NO CIRCUMSTANCE MAY YOU CHANGE ROOMS OR FACILITIES INDICATED ABOVE, WITHOUT OBTAINING PROPER AUTHORIZATION. IN ADDITION, THE USE OF SOUND EQUIPMENT MUST BE USED AT MODERATE LEVEL.

NO ALCOHOLIC BEVERAGES ALLOWED IN THE PARK, IN ANY BUILDING LOCATED ON THE PREMISES OF THE PARK, OR IN THE PARKING AREA OF THE PARK (SECTION 5-1 CUDAHY MUNICIPAL CODE). ANY VIOLATION OF THIS SECTION WILL VOID THIS FACILITY RESERVATION.

AGREEMENT

I, the undersigned, in consideration of the use of the above noted premises, hereby agree to abide by and enforce all rules and regulations pertaining to the use of the facility requested, and to save and hold harmless any indemnity, the City of Cudahy and its representatives from any and all claims of liability resulting from the use of the said facility while under my jurisdiction or my organization's jurisdiction.

City of Cudahy
City Hall
 5220 Santa Ana St.
 Cudahy, CA 90201
 (323) 773-5143
 FAX (323) 771-2072



FACILITY RESERVATION COST

Name: Adelina Garcia

Date of Reservation: 12/19/2014

Time: From: 5:00 PM To: 11:00 PM

Facility: Clara Street Park - Turner Hall

Attendance: ~200

(Request for Fee Waiver per Council Approval)

FACILITY COSTS		FEE
_____ Hours at _____ Per Hour	=	\$ _____
Special Liability Insurance	=	\$ _____
Cleaning Deposit (Refundable)	=	\$ _____
Kitchen (Non-Refundable)	=	\$ _____

SET-UP PRIOR TO EVENT
 _____ Attendants @ \$15.00 = \$ _____

Day _____ Time _____

NIGHT OF EVENT

Day _____ Time _____

_____ X _____ X \$15.00 = \$ _____
 Attendants Hours \$ per Hour

TOTAL COST

Grand Total Cost \$ _____
 Attendants Cost \$ _____
 Refundable Cost \$ _____

PAYMENTS OR DEPOSITS

deposit of \$ _____ received on _____
 Received by: _____
 Balance Due \$ _____ Received On _____
 Received By: _____

- No Alcohol Permitted on Premises
- No Candles permitted on premises
- All cleaning will be the responsibility of the person renting the facility, unless otherwise discussed with staff personnel
- Questions or concerns call (323) 773-5143

Signed: Adelina Garcia Date: 12-05-14 Phone: 323/445-3930
 Facility Renter



City Of Cudahy
Community Services Department

Facility Reservation Procedures

1. Staff will be the only persons setting up and taking down tables, chairs, and other miscellaneous equipment.
2. The following items will not be allowed:
 - a. Alcohol
 - b. Silly String
 - c. Confetti
 - d. Candles
3. The following items can be used *with prior approval*:
 - a. Tables (rectangular and/or round)
 - b. Chairs
 - c. Stove
 - d. Food warmers (not allowed on tables where people will be sitting)
 - e. DJ's area allowed (music needs to be turned off by 12 midnight)
 - f. Stage
4. Only Staff members can use a ladder when needed.
5. Staff members are not obligated to help transport the renter personal property, equipment supplies, and/or food items.
6. Staff members are not security guards, and are not required to work front door to collect invites, etc.
7. The renter should pick up all items (i.e. anything on tables, trash on floor in hall, lobby, and/or restrooms) before leaving facility.
8. Decorations may only be hung on facility walls with scotch tape. The use of nails, staples, or strong adhesives are not allowed.
9. The use of sound equipment must be used at a moderate level.



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 ___ day of _____, 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: _____

Title: _____

EXHIBIT "A"
(MASTER AGREEMENT)



2014

PROFESSIONAL SERVICES AGREEMENT

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

THIS 2014 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 7th day of October 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: assistance in the preparation and submission of financial transaction report to the 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, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONSULTANT AGREE AS FOLLOWS:

I.

PROJECT, SCOPE AND TERM OF SERVICES AND COMPENSATION

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in Exhibit "A", which is attached and incorporated hereto (hereinafter the "Scope of Work"). Consultant further agrees to furnish to City all labor, materials,

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

1.2 PROSECUTION OF WORK: The Parties agree as follows:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of City's issuance of a Notice to Proceed and shall be completed at the earliest feasible time practicable, but in no event by a date not later than September 11, 2015 (hereinafter, the "Completion Date"). City, in its reasonable discretion, may grant Consultant additional time to complete the Work, provided (i) no grant of additional time shall exceed a period of thirty (30) calendar days from the original Completion Date; and (ii) Consultant shall have provided City with a written request for additional time no less than fifteen (15) calendar days prior to the original Completion Date, which notice shall specify the reason(s) why additional time is needed, how much additional time is needed and what measures Consultant has taken to mitigate the need for additional time. The granting of such additional time by the City shall in no way entitle Consultant to compensation in excess of the Contract Price, defined below, in so far as the need of additional time is not reasonably attributable to City.
- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion 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:

Consultants total compensation for performing the Work shall not exceed the aggregate sum of THREE THOUSAND SEVEN HUNDRED FORTY DOLLARS (\$3,740.00) (hereinafter, the "Contract Price"). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, business licenses and such other incidental and customary work necessary to competently perform and fully complete the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work. All related costs, 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 Thirty (30) 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 matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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

II. PERFORMANCE OF AGREEMENT

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

2.2 CONSULTANT'S REPRESENTATIVE: Consultant hereby designates 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 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 generally accepted 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 twenty-one(21) calendar days from the date of discovery or such other extended period of time authorized by the City Representatives in writing and at their absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Consultant or on Consultant's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Consultant, including but not limited to the

representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of Consultant are material to City's willingness to enter into this Agreement. Accordingly, City has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Consultant or on behalf of Consultant in the performance of this Agreement. In recognition of this interest, Consultant agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City. In the absence of City's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES: The Work shall be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent performance under this Agreement or result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of Consultant are not employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Consultant and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: Consultant shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of

the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances govern or affect the performance of the Work.

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

III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE**: As more specifically set forth below under this Article, Consultant agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Consultant shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).
- 3.2 **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 Workers’ Compensation insurer shall also agree to waive all rights of subrogation against City and City’s elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers’ Compensation insurance shall also provide or be endorsed to provide: There will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Consultant shall furnish City with information regarding such reduction at Consultant’s earliest possible opportunity and in no case later than five (5) calendar days after Consultant is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City’s elected or appointed officials, officers, employees, agents or volunteers.
- D. **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 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 The CONSULTANT shall indemnify, defend and hold harmless the CITY its elected and appointed officers, employees, agents and volunteers ("CITY Indemnitees") 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.
- 4.1 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.
- 4.2 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, 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.

VI.
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Deliverables 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 "Deliverables" means and includes all reports, 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 Deliverable assorted 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 Deliverables. 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:

CITY:

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

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

- 6.4 **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 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 **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 **ATTORNEY'S FEES:** If either Party commences an action against the other Party, whether legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 **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.
- 6.19.1 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]

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

CITY:
City of Cudahy,
a municipal corporation

APPROVED AS TO FORM:

By: _____
Jose E. Pulido, City Manager

By: _____
Isabel Birrueta, Assistant City Attorney

CONSULTANT:
Vasquez & Company, LLP:

By: *Roger Martinez*

Print: ROGER MARTINEZ

Title: PARTNER

EXHIBIT "A"
[SCOPE OF WORK]

Submission of Financial Transaction Report to State Controller's Office (SCO)

1) 2013-14 Cities Financial Transactions Report ("FTR")

Consultant shall prepare and submit

- A. Financial Transactions Report
- B. U.S. Bureau of Census survey form

City will prepare and provide to Consultant for inclusion in the reporting package to the SCO

- A. Government Compensation in California ("GCC") Report
- B. Gann Limit amount and appropriation subject to the limit
- C. Items related to any housing assets/functions transferred to the City due to the dissolution of a redevelopment agency ("RDA")
- D. General information
- E. Spreadsheets of all City Funds Balance Sheets and Income Statements that are searchable and can be coded for the FTR
- F. PDF of 2012-13 FTR
- G. Updated Fixed Asset Reports
- H. Explanations for differences in fund balance reported on the FTR 2012-13 and the ending balance on the FY 2012-13 audited financial statements.

2) 2013-14 Special Districts Financial Transactions Report ("FTR")

Cudahy Financing Authority

Consultant will prepare and submit

- A. Financial Transactions Report
- B. U.S. Bureau of Census survey form

EXHIBIT “B”
(SCOPE OF WORK)

Identify if the Cudahy Economic Development Corporation (CEDC) used tax exempt bond proceeds that it received from the Cudahy Redevelopment Agency (RDA) to purchase properties. If so, identify which properties CEDC purchased with tax exempt bond proceeds and the dates for each purchase.

Identify how much of the tax exempt bond proceeds were used to purchase each of the subject properties.

Identify how many properties were purchased with tax exempt bond proceeds and what is the total of amount of tax exempt bond proceeds that were used to purchase CEDC properties.

Identify the source of the \$2,584,744 in cash that was transferred by the RDA to CEDC, if this case is derived from earnings and if so what did RDA or CEDC do with the earnings.

Identify how the remaining cash from 2011 bond proceeds were spent.

Determine if the properties transferred to the CEDC were acquired with tax-exempt bond proceeds.



Item Number

10G

STAFF REPORT

Date: December 16, 2014
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
Subject: **Recommendation from the Aging and Senior Citizen Commission Regarding Bingo**

RECOMMENDATION

The Aging and Senior Citizen Commission recommends that:

1. Senior group cease previous ongoing bingo activities;
2. If Senior group wants to continue with bingo activities that they be done in a "Donation based" only;
3. Allow past bingo participants to claim and collect up to five games worth of monies for a period of 15 days. The remaining unclaimed monies be given to the City of Cudahy as a donation to the Senior Center; and
4. Commission search for an established non-profit organization that can manage bingo activities for approximately three years.

Due to the upcoming holidays, the City Council is requested to **receive and file**, while staff researches more and presents the Council with a plan on the January 20, 2014, City Council Meeting.

BACKGROUND

1. On May 6, 2014, in a Regular City Council meeting the City Council of the City of Cudahy heard a staff report regarding the bingo activities at the Senior Center. The City Attorney, Isabel Birrueta, presented the Council with three options (See Attached Staff Report) that would resolve the issues with bingo and other gambling activities being held at City facilities.
2. On October 13, 2014, the City Attorney, Isabel Birrueta, made a presentation at a Regular Aging and Senior Citizen Commission meeting regarding bingo activities being held at the Senior Center. The City Attorney presented the same options that were presented to the City Council.

The Commissioners expressed that they did not want to cease bingo entirely and decided to follow the City Attorney's recommendation of, "The Aging and Seniors Commission conducts bingo games but, as City commissions are not eligible organizations under state law, participation is open to anyone and donations are accepted but never required. For donation-based bingo games, receipts of the game from donations may be used for charitable purposes or as the Commission deems fit. Donation-based games may be conducted both prior to and after the adoption of the ordinance". Additionally, the Commission agreed that they will allow participants to claim and collect up to five games worth of monies for a period of fifteen days. The remaining unclaimed monies will be given the City of Cudahy as a donation to the Senior Center. The Senior Commission also recommends to adopt an Ordinance addressing bingo activities and search for a non-profit organization that will manage the bingo activities.

CONCLUSION

Staff believes that the City Attorney and the Aging and Senior Citizen Commission presented and chose a good option to address the bingo activities issue. Staff is requesting more time to properly formulate a plan to efficiently implement the potential adoption of an Ordinance and approve the Aging and Senior Citizen Commission's recommendation.

Staff plans to revisit this item on January 20, 2014 at the City Council meeting with a plan to implement the Aging and Senior Citizens Commission's recommendation.

FINANCIAL IMPACT

The City will not be impacted financially.

ATTACHMENTS

- A. Staff Report on First Reading of an Ordinance Amending Cudahy Municipal Code Section 5.08.070 to Allow Charitable Bingo Games (Item 7E of the Regular City Council Meeting held on May 6, 2014) with Ordinance No. 635



AGENDA REPORT

MEETING DATE: May 6, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Henry Garcia, Interim City Manager

FROM: Isabel Birrueta, Assistant City Attorney

TITLE: **First Reading of an Ordinance Amending Cudahy Municipal Code Section 5.08.070 to Allow Charitable Bingo Games**

RECOMMENDATION:

Move to introduce the ordinance by a first reading of the title only.

SUMMARY:

The attached ordinance will authorize certain organizations to conduct charitable bingo games within the City of Cudahy, so long as they are conducted pursuant to state and local law.

BACKGROUND/ DISCUSSION:

Raffles and bingo games are considered lotteries under state law, which are generally illegal. Operators of such games are subject to prosecution by the District Attorney. See *People v. Shira* (1976) 62 Cal.App.3d 442; California Attorney General Opinion No. 98-1101 (1999). A lottery has three essential elements: (1) a prize, (2) distributed by chance, and (3) payment of consideration. Under state law, raffles and bingo games are permitted for charitable purposes, under certain conditions, conducted by eligible organizations, and charitable bingo games must be authorized under a municipal ordinance. At the moment, the City does not have the required ordinance permitting charitable bingo by eligible organizations to make such games legal when conducted within the City.

The Aging and Senior Citizen Commission has expressed an interest in conducting raffles and bingo games for charitable purposes. At the April 15, 2014 City Council meeting, the City Attorney's Office presented a report to the City Council outlining the manner in which bingo games and raffles may be conducted under state law. To summarize this presentation, raffles and bingo games conducted by City commissions must be donation-based (no tickets may be sold and participants cannot be required to purchase a ticket), and further, sale-based charitable bingo games may not be conducted by any person or organization in the City without an ordinance authorizing such games. Upon consideration of the City Attorney's presentation, the City Council directed staff to draw up the necessary documentation for a first reading of the proposed bingo games ordinance at the May 6, 2014 City Council meeting. In order to authorize charitable bingo games within the City of Cudahy, the City must adopt an ordinance authorizing such games. The proposed ordinance is compliant with state law and similar to cities' ordinances regulating bingo games across the state. The adoption of the proposed ordinance will allow eligible organizations to conduct charitable bingo games in the City of Cudahy.

If the Aging and Senior Citizen Commission wishes to conduct bingo and/or raffle games without violating state law, the City Attorney recommends that these games be strictly donation-based. In other words, the Commission cannot sell tickets or require a donation, and any person must be allowed to play regardless of whether he/she has paid a donation towards the game. See *People v. Cardas* (1933) 137 Cal.App.Supp. 788. By conducting the games in this fashion, the games do not incorporate an essential element of what constitutes a lottery game: payment for consideration.

Upon the adoption of the proposed ordinance, eligible organizations will be able to conduct charitable bingo games. Unfortunately, City commissions likely do not qualify as eligible organizations. However, if the City wishes to be involved in assisting charitable bingo games for seniors, the City Attorney's Office recommends that the City look into one of the following three options after an ordinance authorizing charitable bingo games has been adopted:

Option #1: The City may contact any eligible seniors' organizations that have been in existence for three (3) years to see whether the organization would be interested in conducting charitable bingo games (which would require a City license). Receipts of the game must be used for charitable purposes.

Option #2: A new seniors' organization is created and, after a period of three (3) years, that organization may get a license to conduct charitable bingo raffles. Note: this organization cannot be created with the sole purpose of operating charitable bingo games. Receipts of the game must be used for charitable purposes.

Option #3: The Aging and Senior Citizen Commission conducts bingo games but, as City commissions are not eligible organizations under state law, participation is open to anyone and donations are accepted but never required. For donation-based bingo games, receipts of the game from donations may be used for charitable purposes or as the Commission deems fit. Donation-based games may be conducted both prior to and after the adoption of the ordinance.

The City Attorney's Office is available to answer any questions or concerns regarding the proposed ordinance, the state law restrictions on charitable bingo games, and donation-based bingo games.

Under Government Code section 36931 et seq. the adoption of the attached ordinance requires the City Council to make two readings, once to introduce it and a second time to adopt it, at least 5 days later, at a regular City Council meeting. To be valid, all ordinances must be signed by the Mayor (or Vice Mayor if no Mayor is in place) and attested by the City Clerk.¹ The City Clerk is required to post ordinances within 15 days, which take effect on the 31st day after passage.²

FISCAL IMPACT:

The Council's adoption of an ordinance authorizing charitable bingo games will not increase or impact City costs once the ordinance becomes effective.

¹ Government Code section 36932.

² Government Code section 36933(a).

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The actions contemplated herein do not constitute a project subject to the California Environmental Quality Act, Public Resources Code §§ 21000 et seq. "CEQA" and its implementing regulations, 14 Cal. Code Regs. §§ 15000 et seq. (the "CEQA Guidelines"), and they will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines §§ 15060(c)(2)-(3), 15378.

ATTACHMENTS: Ordinance No. 635

ORDINANCE NO 635

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, AMENDING SECTION 5.08.070 (BINGO) OF CHAPTER 5.08 (BUSINESS LICENSE TAX – PARTICULAR BUSINESSES) OF TITLE 5 (BUSINESS LICENSES AND REGULATION) OF THE CUDAHY MUNICIPAL CODE RELATING TO THE REGULATION OF BINGO GAMES AND REMOTE CALLER BINGO GAMES

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

Section 1. Code Amendment. Section 5.08.070 of Chapter 5.08 of Title 5 of the Cudahy Municipal Code is hereby deleted in its entirety.

Section 2. Code Amendment. Section 5.08.070 of Chapter 5.08 of Title 5 of the Cudahy Municipal Code is hereby added to read as follows:

“SECTION 5.08.070”

BINGO GAMES

- A. Short title.
- B. Authority for enactment.
- C. Definitions.
- D. Bingo games authorized; remote caller bingo authorized.
- E. California Penal Code Section 326.3 incorporated.
- F. California Penal Code Section 326.5 incorporated.
- G. Permit required.
- H. Application for permit.
- I. Contents of permits.
- J. Permit Fee.
- K. Duration of Permit.
- L. Investigation by police.
- M. Change in facts must be reported.
- N. Posting of permit and rules.
- O. Operation and staffing of games.
- P. Bingo manager.
- Q. Bingo manager permit.

- R. Hours and days of operation.
- S. Rules of operation.
- T. Proceeds from games must be kept in separate fund.
- U. Inspection of premises.
- V. Permit revocation.
- W. Appeal.
- X. Audit and accounting requirements.
- Y. Civil remedies and criminal penalties.

Section A. Short title.

This chapter may be cited as the City of Cudahy Bingo Ordinance.

Section B. Authority for enactment.

This chapter is enacted pursuant to Article IV, Section 19(c) of the California Constitution and Penal Code Sections 326.3 and 326.5.

Section C. Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application:

"Bingo" has the meaning set forth in Penal Code Section 326.5(o) as it now exists or may hereafter be amended.

"Calendar week" means Monday through Sunday.

"City manager" means the city manager of the City of Cudahy or any person he or she designates to enforce the requirements of this chapter.

"Conduct," "operate" and "staff" all mean persons directly involved in the conduct of a bingo game and include, but are not limited to, calling numbers, distributing cards, and the awarding of prizes.

"Permittee organization" means an organization to which the city manager has issued a permit to conduct bingo games under this chapter.

"Premises" means real property within the city on which bingo games are or may be permitted under this chapter and which are: (i) owned or leased by an organization, or property the use of which is donated to the organization, and (ii) which is used by that organization for an office or for performance of the purposes for which the organization is organized. Premises need not be used or leased exclusively by, or donated exclusively to, a permittee organization.

"Remote caller bingo game" has the meaning set forth in Penal Code Section 326.3(u)(1) as it now exists or may hereafter be amended.

"Security personnel" means one or more persons exclusively employed to protect persons and property at bingo games.

Section D. Bingo games authorized; remote caller bingo games authorized.

1. Nothing in this chapter shall prohibit the holding of any bingo games in compliance with the requirements of this chapter by organizations exempted from payment of the bank and corporation tax by Sections 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, 23791k, 23701l and 23701w, and of the Revenue and Taxation Code, or by mobilehome park associations and senior citizens organizations, and school districts, provided that the proceeds of such games are used solely for charitable purposes.

2. Bingo games for charitable purposes are authorized pursuant to Section 19, Article IV of the California Constitution, and Penal Code Section 326.5, and in accordance with the provisions of this chapter. Eligible organizations may apply for a permit to conduct bingo games in the city under the provisions of Penal Code Section 326.5 and the provisions of this chapter.

3. Remote caller bingo games for charitable purposes are authorized pursuant to Section 19, Article IV of the California Constitution, and Penal Code Sections 326.3 and 326.4. Remote caller bingo games shall be conducted in accordance with Penal Code sections 326.3 and 326.4 and this chapter and only by organizations exempted from payment of the bank and corporation tax by Sections 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, 23791k, 23701l and 23701w, and of the Revenue and Taxation Code, or by mobilehome park associations, senior citizens organizations, and charitable organizations affiliated with school districts. In addition, no organization shall be authorized to conduct remote caller bingo games unless the organization (i) has been incorporated or in existence for three or more years; and (ii) has a city-issued permit to conduct bingo games.

Section E. California Penal Code Section 326.3 incorporated.

The provisions of Penal Code Section 326.3 and 326.4 are incorporated herein by this reference and apply along with provisions of this chapter to control remote caller bingo games authorized by this chapter. In the event of any conflict between the provisions of this chapter and Penal Code Section 326.3 and 326.4, Penal Code sections 326.3 and 326.4 shall control.

Section F. California Penal Code Section 326.5 incorporated.

Notwithstanding the provisions of Penal Code Section 326.5(a), the provisions of Penal Code Section 326.5 are incorporated herein by this reference and apply along with provisions of this chapter to control bingo games authorized by this chapter. In the event of any conflict between the provisions of this chapter and Penal Code Section 326.5, Penal Code Section 326.5 shall control.

Section G. Permit required.

No person or organization may conduct or allow another to conduct bingo games, and no person may act as a bingo manager, in the city without first obtaining a permit from the city manager to do so.

Section H. Application for permit.

1. Applications for a permit to conduct bingo games in the city must be in writing on a form provided by the city manager and shall contain the following information:

a. The name of the applicant organization and evidence that the applicant is an eligible organization under Section 5.08.070(D);

b. The names, and addresses and signature of the presiding officer and at least one other officer of the applicant organization;

c. The name, address and signature of each person designated as a "Bingo Manager" pursuant to Section 5.08.070(P);

d. The mailing address of the applicant organization;

e. The mailing and street addresses of the premises on which bingo games will be conducted, together with the occupancy load of the room or rooms in which bingo will be played provided by the Fire Code in effect in the City when the application is made;

f. The proposed day or days of the week and hours during which the applicant organization proposes to conduct bingo games;

g. A statement that the applicant agrees to conduct bingo games in strict accordance with the provisions of Penal Code Section 326.5 and this chapter, as they may be amended from time to time, and understands that the city manager may revoke the permit for a violation of any such provision;

h. A statement setting forth the character, location and extent of the charitable work of the applicant organization;

i. A statement of the charitable use to which the proceeds of bingo games will be put;

j. A statement that the applicant(s) have read and are familiar with the provisions of this chapter and will require all persons who operate or staff bingo games to read and be familiar with all provisions of this chapter prior to operating or staffing bingo games;

k. A statement that the applicant intends or does not intend to conduct remote caller bingo games.

l. If applicable, a statement that the applicant agrees to conduct remote caller bingo games in strict accordance with the provisions of Penal Code Sections 326.3 and 326.4 and this chapter, as they may be amended from time to time, and understands that the city manager may revoke the bingo game permit for a violation of any such provision;

m. If applicable, a valid and current license to conduct remote caller bingo issued by the California Gambling Control Commission;

n. Such other information as may be required by the city manager.

2. Such application shall be signed under penalty of perjury by a person or persons with authority to bind the applicant organization.

3. An applicant shall submit with an application a certificate of determination of exemption from the California Franchise Tax Board showing that the organization is exempt from tax under subsections (a), (b), (d), (f), (e), (k), (g), (l) or (w) of Revenue and Taxation Code Section 23701, or a letter of good standing from the Exemption Division of the Franchise Tax Board showing an exemption under one of said sections. This subsection shall not apply to a mobilehome park association, a senior citizens organization, or a school district.

Section I. Contents of permits.

Upon determining that an applicant is qualified to conduct bingo games in the city, the city manager shall issue a permit stating:

1. The name and legal nature of the organization to which the permit is issued;

2. The address of the premises on which bingo games may be conducted;

3. The capacity of the room or rooms in which bingo games may be conducted;
4. The date the permit expires;
5. Any bingo managers designated pursuant to Section 5.08.070(P);
6. Any rules for the conduct of bingo games imposed pursuant to Section 5.08.070(S); and,
7. Such other related information as may be necessary or desirable for the enforcement of this chapter.

Section J. Permit fee.

Each initial application for an organization or bingo manager permit and any renewal request related to such permit shall be accompanied by a fee of \$50 or such larger amount as may be established by resolution of the City Council consistently with Penal Code Section 326.5(*l*) as it now exists or may hereafter be amended. If the applicant for a permit is denied or the renewal thereof is denied, one-half of such fee shall be refunded to the applicant.

Section K. Duration of permit.

A permit issued under this chapter shall expire one year after issuance or at such earlier time that the permittee organization no longer meets the requirements of this chapter.

Section L. Investigation by police.

Upon the filing of an application for a permit, the city manager shall forward the application to the chief of police for study and investigation. The chief of police shall investigate all persons listed on the application. Background investigations related to remote caller bingo shall be conducted in accordance with the Gambling Control Act (Business and Professions Code § 19800 et seq.). No person may operate or staff a bingo game who has been convicted of embezzlement, theft, fraud or gambling. Based on the study and investigation, the chief of police shall recommend to the city manager either denial or approval of the permit application.

Section M. Change in facts must be reported.

A permittee organization or a permitted bingo manager shall immediately report to the city manager any change in the information provided on an application for a permit under this chapter. Prior to conducting remote caller bingo games, a permittee organization shall supplement its permit application by providing the city with (i) a statement that the permittee organization agrees to conduct remote caller bingo games in strict accordance with the provisions of Penal Code Section 326.3 and 326.4 and this chapter, as they may be amended from time to time, and understands

that the city manager may revoke the bingo game permit for a violation of any such provision; and (ii) a valid and current license to conduct remote caller bingo issued by the California Gambling Control Commission.

Section N. Posting of permit and rules.

At all times during which bingo is played, the permittee organization shall post conspicuously at the public entrance to the room or rooms in which bingo is played: the permittee organization permit, the bingo manager(s) permit, any rules and regulations established by the city manager for the conduct of bingo games under the permit, and the permittee organization's rules of bingo operation. The posted rules shall be legible and accessible to all players.

Section O. Operation and staffing of games.

1. Bingo games shall be operated and staffed only by members of the permittee organization, who shall not receive a profit, wage, or salary from any bingo game.

2. Only the permittee organization shall operate any bingo game or participate in the promotion, supervision or conduct of bingo games.

3. This section does not preclude a permittee organization from employing or contracting another to employ security personnel who are not members of the permittee organization. Security personnel shall not operate or staff bingo games.

Section P. Bingo manager.

1. One or more members of the permittee organization shall be designated as bingo managers on an application for a permit under this chapter and on any permit issued under this chapter. A permitted bingo manager shall be present at all times that a permittee organization conducts bingo games and that bingo manager shall be responsible for the conduct and operation of the bingo games and for compliance with all applicable laws, rules and regulations.

2. No person may be a bingo manager unless he or she is a nonsalaried, noncompensated member of the permittee organization for at least six months before he or she is designated as a bingo manager and first obtains a bingo manager permit under this Section 5.08.070(Q).

Section Q. Bingo manager permit.

An applicant for a bingo manager permit shall file a written application stating, in addition to such information as may be required by the city manager:

1. Neither the bingo manager nor the members of the permittee organization will receive any profit, wage or salary, or any other direct or indirect consideration from any bingo game;

2. The bingo manager applicant has read and understands all requirements of this chapter for the conduct of bingo games in the city and accepts full responsibility for the conduct of such bingo games consistently with the requirements of this chapter.

Section R. Hours and days of operation.

1. Except as provided in paragraph 2 of this Section 5.08.070(R), bingo games shall be conducted between noon and midnight for a maximum of six (6) hours per calendar week by any permittee organization or on any one premises whether or not more than one organization is permitted to conduct bingo games on those premises.

2. The city manager may issue a permit to allow bingo games to be played in excess of six hours per week over a consecutive three-day period provided that such permit is granted only once per calendar year to any permittee organization. A request for a permit under this paragraph 2 shall be made on a form provided, and as otherwise specified, by the city manager.

Section S. Rules of operation.

1. Except as provided in paragraph 3 of Section 5.08.070(O), no person shall receive or pay a profit, wage or salary from the proceeds of any bingo game conducted in the city. No person other than a permittee organization shall have, hold or obtain any financial interest in the conduct of bingo games.

2. No permittee organization or bingo manager shall permit:

a. any person to participate in a bingo game when that player is not physically present when the bingo game is conducted, except for remote caller bingo games;

b. any person to play any game of bingo on credit;

c. any minor to play bingo;

d. any alcoholic beverage to be served or consumed in a room where a bingo game is conducted during or between the playing of the games.

3. The total value of prizes awarded shall not exceed five hundred dollars (\$500) in cash, kind, or both, for each separate bingo game which is held.

4. All persons who operate or staff bingo games shall wear on the outside of their clothing an identification insignia or badge, no less than two and one-half by three and one-half inches in size, bearing the name of the permittee organization and the name and any title of the staff member.

5. Bingo games authorized under this chapter shall be conducted only on premises identified on the permit pursuant to which they are conducted.

6. Bingo games shall be open to the public and may not be limited to the members of the permittee organization.

Section T. Proceeds from games must be kept in separate fund.

1. All profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Such profits shall be used only for charitable purposes of the permittee organization, except as provided in paragraph 2 of this section.

2. Any permittee organization other than an organizations exempt from the bank and corporation tax under Section 23701d of the Revenue and Taxation Code, shall use the proceeds of bingo games only for the charitable purposes of the permittee organization, except as follows:

a. Such proceeds may be used for prizes and to pay permit and application fees under this chapter; and

b. The portion of such proceeds specified by Penal Code Section 326.5(k) may be used for rental of property; overhead, including the purchase of bingo equipment; administrative expenses; security equipment; and security personnel.

Section U. Inspection of premises.

1. No person shall interfere with, prevent or refuse to permit a duly authorized representative of the city manager, the fire department or any peace officer to inspect any place in which bingo games or remote caller bingo games are conducted in the city, whether or not bingo games or remote caller bingo games are being conducted at the time of the inspection.

2. Failure to allow, or interference with, an inspection constitutes a violation and shall be grounds for revocation of a permit or denial of a bingo application or permit.

Section V. Permit revocation.

1. Whenever it shall be shown or whenever the city manager has knowledge that a permittee, or agent thereof, has violated any of the provisions of this chapter, the city manager shall immediately suspend the permit and give the organization or bingo manager written notice ("Notice of Suspension") by registered mail of the suspension and a brief statement of the reasons therefor.

2. Upon receipt of the notice of suspension, the organization or bingo manager shall cease conducting any bingo game or remote caller bingo game, and the failure to do so shall constitute a separate and further violation of this chapter.

Section W. Appeal.

1. In the event of any finding or decision of the city manager which is adverse to the application of an organization or bingo manager for a permit or renewal thereof under this chapter, or if a permit is suspended or revoked, the organization or bingo manager may appeal to the city council, provided, that such appeal is filed with the city clerk within fifteen (15) calendar days from the date of the finding or decision of the city manager. The city manager shall notify the organization or bingo manager of this right to appeal, and such notice shall accompany each and every adverse finding and decision of the city manager. The finding or decision and the notice of this right to appeal shall be mailed by registered mail, to the organization or bingo manager at the address which appears on the application for a permit or renewal thereof.

2. Failure of the city manager to receive a timely request for an appeal constitutes a waiver of the right to contest the finding or decision. Unless a timely appeal is filed, a finding or decision of the city manager becomes final and unappealable.

3. Within thirty (30) calendar days of the filing date of an appeal, the city council shall conduct a hearing on the appeal. The city shall give the appellant at least five (5) calendar days' mailed notice of the date, time, and location of the hearing at the address(es) specified on the appeal. The failure of any appellant to receive a properly addressed notice of hearing shall not invalidate any action or proceeding by the city pursuant to this chapter.

4. Appeal hearings are informal, and formal rules of evidence and discovery do not apply. Within ten (10) calendar days after conclusion of the hearing, the city council shall render its decision. The decision of the city council shall be a final decision.

5. The failure of any appellant to appear at the hearing without such cause as the city council may deem sufficient to justify a continuance shall constitute a default and the finding or decision of the city manager shall thereupon be final and unappealable.

Section X. Audit and accounting requirements.

1. Prior to July 31st and prior to January 31st of each year, a permittee organization shall, at its own expense, submit on a form to be provided by the city manager a report of gross revenues, expenses and other information reasonably required by the city manager to enforce this chapter. A permittee organization shall annually submit to the city manager a copy of its federal tax return not later than sixty (60) calendar days after that return is filed with the Internal Revenue Service.

2. A permittee organization shall maintain complete and accurate records of income received from, and prizes and other expenses disbursed in connection with, the operation and staffing of bingo games.

3. The city manager may at any time demand a complete and detailed accounting of the records required under paragraph 2 of this section and any other data or information pertaining to the operation of bingo games maintained by a permitted organization. The city manager may subject that accounting and such data and information to, an agreed upon procedures examination, audit, and/or any other accounting review which may extend to, without limitation: (i) proceeds from the operation of bingo games, (ii) an accounting of the number of players and number of games played over a designated period, (iii) an inspection of bingo cards, funds, equipment or any other records or documentation in connection with the operation of games over a designated period. Such detailed accounting or further data or information shall be provided at the expense of the permittee organization if, in the sole discretion of the city manager, such detailed accounting or further data or information is necessary for the enforcement of this chapter.

4. In the event a permittee organization fails to render an accounting or provide information pursuant to the provisions of this section within sixty (60) calendar days of the city manager's request, the city manager may suspend that organization's permit until the requested accounting or information provided.

Section Y. Civil remedies and criminal penalties.

1. The city attorney may bring an action to enjoin a violation of this chapter.

2. A violation of paragraph 1 of Section 5.08.070(P) and Penal Code section 326.3(c) shall be punishable by a fine not to exceed ten thousand (\$10,000.00) dollars, which fine shall be deposited in the general fund of the city. A violation of any other provision of this chapter constitutes a misdemeanor punishable under Section 3.24.160 of this code.

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

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption pursuant to California Government Code section 36937.

Section 5. Certification. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause it to be posted according to law.

Ordinance No.
Page 12

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Cudahy on this 6th day of May, 2014.

Chris Garcia, Mayor

APPROVED AS TO FORM

Rick R. Olivarez, City Attorney

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

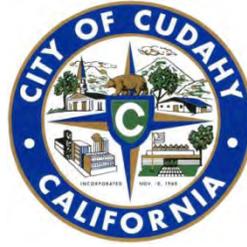
I, Carrie Gallagher, Interim City Clerk of the City of Cudahy, hereby certify that this Ordinance was introduced at a regular meeting of the City Council of the City of Cudahy on _____ day of _____, 2013, and adopted and passed at a regular meeting of the City Council of the City of Cudahy held on the _____ day of _____, 20____, by the following vote:

AYES:

NOES:

ABSENT:

Carrie Gallagher
Interim City Clerk



Item Number 11A

STAFF REPORT

Date: December 16, 2014
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Donna G. Schwartz, CMC, Interim City Clerk
Subject: **Appointment to Fill the Vacancy on the Planning Commission**

RECOMMENDATION

The City Council is requested to consider the appointment of Vincent Huante to the Planning Commission to fill an unexpired term ending April 30, 2016.

BACKGROUND

Currently there is one seat on the Planning Commission.

The Office of the City Clerk has advertised the vacancy twice, encouraging residents to apply. The notices are attached, and include a description of each Commission along with the requirements of the Municipal Code.

1. The first posting was on March 20, 2014 with a final filing date of Thursday, April 10, 2014.
2. The second posting was on November 24, 2014 advertised with no deadline but to remain open until filled.

ANALYSIS

The purpose of this report is to request that the City Council appoint a member of the public to fill the vacancy on the Planning Commission.

CONCLUSION

For the Planning Commission the Office of the City Clerk received one application on December 4, 2014 from Vincent Huante.

FINANCIAL IMPACT

None

ATTACHMENTS

- A. Notices posted March 20, 2014 and November 24, 2014
- B. Commission Application

Vincent Huante

5225 Santa Ana St Cudahy, CA 90201 | 916-472-9700 | vincenthuante@yahoo.com

December 3, 2014

City of Cudahy
City Clerk's Office
5220 Santa Ana St, Cudahy, California 90201
(916) 472-9700

RECEIVED
CITY OF CUDAHY
DECEMBER 14 2014

Dear City of Cudahy:

I enclose my Cover Letter for Public Safety Commission.

I believe that I have what it takes to be part of the Public Safety Commission, though I have worked maintenance all of my life. I have worked with police and the fire department before while working maintenance at the Reno Tahoe Airport Authority, and I have experience working with the public. I can be relied upon to deal professionally with any emergency situation that may arise and to keep public safety in mind at all times.

I have good communication skills and can apply them in a wide variety of situations, whether I am working with a team or dealing with the members of the public. I am able to work under pressure while staying calm and am widely regarded as someone who provides a professional and reliable work day.

My goal is to become a sheriff or police officer, I feel this position would be a great starting point to achieve this goal.

I am available to attend for an interview at your convenience. Please contact me at (916) 472-9700 or vincenthuante@yahoo.com.

Thank you for your consideration.

Sincerely,

Vincent Huante



CLERK'S TIME STAMP

Received By: _____

Meets Minimum Requirements: Yes No

APPLICATION FOR COMMISSIONS

City of Cudahy
City Clerk's Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

Instructions (Please Type or Print Clearly)

All requested information must be furnished on the application itself. Resumes, attachments and other supporting documentation may be included but cannot be substituted for an application form. It is important that you answer all questions on your application fully and accurately. If additional space is needed to answer questions, attach additional sheets

Applications received after the deadline will not be considered.

Information Sheet

1. Commission being applied for:

- Aging and Senior Citizens Commission
- Parks and Recreation Commission
- Planning Commission
- Public Safety Commission

2. Name: Huante Vincent Raymond
(Last) (First) (Middle)
Address: 5225 Santa Ana St. Cudahy, CA Zip: 90201
Home Phone: (916) 472-9700 Business Phone: _____
Email: Vincenthuante@yahoo.com

Have you ever been convicted of a crime? If Yes, please explain

Yes No

Are you a registered voter within the City of Cudahy?

Yes No

How long have you lived within the incorporated city limits of the City of Cudahy?

9 months

Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity?

Yes No

3. Occupation and Place of Employment:

4. List Community Organizations or professional groups in which you hold active membership(s):

5. List positions of responsibility held in any of the above organizations:

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to his position:

7. Please state the reasons you are interested in filling this vacancy:

Vincent Huante
Application For Commissions Q&A

3: Occupation and Place of Employment:

City of Downey Maintenance

4: List Community Organizations or professional groups in which you hold active membership(s):

N/A

5: List positions of responsibility held in any of the above organizations:

For the City of Downey I will be working for the maintenance department. I will be working out in the field and around the public starting December 22, 2014.

6: Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

The majority of my work experience has been in the field of maintenance, however I have volunteered for the fire department in 2005 for one year. I have experience working with the public since working for the Reno Tahoe Airport Authority; with them I have worked on their three year emergency action plan (help escort emergency vehicles onto airfield in case of crash, help police officers locate people who climb over fences, help set up mobile command centers and safety zones).

7: Please state the reasons you are interested in filling this vacancy:

The reason I am interested in filling this vacancy is because I would like to help my community and those around me. One of my goals is to become a law enforcement officer/Sheriff/Police officer; I think this would be a perfect place to gain some experience. I would like to be involved in the prevention of and protection from events that could endanger the safety of the general public from danger, injury/harm, damage, such crimes or disasters.

8: Please briefly express your views regarding current and future development in Cudahy:

The City of Cudahy is not a bad area to live. Problems that need to be addressed within the neighborhood is street parking, it needs improvement; moving a car from 3:00 am to 6:00 am is an inconvenience to its residence. Families already have parking predicaments and driving to Southgate to find parking is a hassle. I think the police are doing an excellent job patrolling the streets; there are still incidences of loitering in the parks during the late hours but most of the time streets are quiet. Parks are well kept, and I think it's important we keep it that way for future children. The City of Cudahy can always improve as a community and it takes a team to make that happen.

8. Please briefly express your views regarding current and future development in Cudahy:

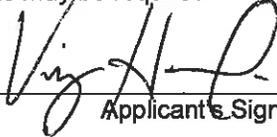
9. References

- | | | |
|------------------------------|-----------|----------------|
| 1. <u>Priscilla Martinez</u> | Home No.: | (909) 268-6103 |
| Name | Cell No.: | (209) |
| 2. <u>Jaymison Jones</u> | Home No.: | (209) 986-8238 |
| Name | Cell No.: | () |
| 3. <u>Cecilia Almendarez</u> | Home No.: | (209) 423-2832 |
| Name | Cell No.: | () |

*Letters of Recommendation may be attached to application, but cannot be substituted in lieu of the requested references name and contact information.

10. In compliance with state law, City Council members are required to file a Statement of Economic Interests upon appointment to office, and annually thereafter. Applicants are advised that if appointed they will be required to make information available as to any potential conflict of interest arising from their business or affiliations where that affiliation or business may be doing business with the City of Cudahy, or the decisions taken by the City of Cudahy may influence that business or affiliation.

11. I, the undersigned, certify that the above information is true and correct and that I am sincerely interested in serving in this position for the City of Cudahy and, if appointed, will be available for evening meetings as may be required.


Applicant's Signature

12.3.2014
Date

Completed applications should be returned to the City Clerk's Office, 5220 Santa Ana Street, Cudahy, CA 90201.

FOR INTERNAL USE ONLY	
Meets Minimum Requirements	
<input type="checkbox"/>	Registered Voter
<input type="checkbox"/>	Resident of the City of Cudahy (Incorporated Area)
Reviewed by: _____	Date: _____
Notes: _____	

Vincent Huante

Objective

To succeed in an environment of growth, excellence and earn a career which provides me job satisfaction, self- development and help achieve my goals.

Experience

01/01/2003-06/05/2007 Down to Earth Lawn Services Stockton, Ca

Grounds Maintenance

- Provide customer service
- Maintain and Landscape customers homes
- Operate landscaping equipment (Lawn mowers, weed whackers, weed control sprayers, and install sprinklers).

10/29/2007-12/06/2013 Reno-Tahoe Airport Authority Reno, Nv

Airfield Maintenance Worker 2

- Class B CDL: Able to operate heavy equipment outside of the airport grounds.
- GROUNDS: Worked in the grounds maintenance department for 2 years, operate landscaping equipment such as mowers, weed trimmers, and weed hedger. Replace sprinklers and dig up sprinkler lines. Operate heavy equipment such as backhoe, loaders, sweepers, trash truck, snow equipment, water trucks. Spray chemicals for weed control when we have the annual 139 inspection on the airfield
- SNOW REMOVAL: Remove snow on the airfield and terminal ramp in the winter. Glycol removal in winter. Work with others on special projects such as 9/11 Memorial and Atrium Project. Landscape trash pickup. Helped customers on the airport land side when they asked for directions. Maintain and keep clean airport grounds.
- CONSTRUCTION: I have worked with the construction crew for 2 years crack sealing/ operating the craft co machine, concrete repair/concrete masonry, repaired asphalt/relay asphalt, repair holes in fence lines.
- PAINT DEPT: Operate our big runway striper/ride behind striper. Rebuild pumps/maintenance of striper's. Stencil repair/make new stencils for runway ground signs/ramp signs/pedestrian ground signs. Pump paint from totes to runway striper. Stripe runway centerlines/taxi way edge lines/taxiway centerlines/perimeter road lines with Graco ride behinds and runway striper. Paint hold bar markings for each runway. Make sure that airfield is compliant with 139 inspections each year. Make and maintain signs of the airport/operate sign plotter, also make decals and logos for airport vehicles. Operate Schebeki grinder for paint removal. Graffiti removal, sign replacement.

05/18/2014- 11/22/2014 Bayside Village Newport Beach, Ca

Maintenance Worker

- Customer service, maintain/repairs on plumbing, electrical, and carpentry in park, asphalt repair, painting areas of the park.
-



Item Number

11B

STAFF REPORT

Date: December 16, 2014
To: Honorable Mayor & City Council Members
From: Jose E. Pulido, City Manager
By: Isabel Birrueta, Assistant City Attorney
Subject: Resolution No. 14-82, Adopting the City Council Meeting Rules of Procedure, Debate and Decorum Policy

RECOMMENDATION

It is staff's recommendation that the City Council adopt Resolution No. 14-82.

BACKGROUND

The City of Cudahy ("City") has adopted Robert's Rules of Order to govern the proceedings of all Cudahy City Council meetings pursuant to Section 2.04.050 of the Cudahy Municipal Code. The City has also adopted a Code of Ethics governing Council Member conduct pursuant to Resolution No. 12-13. However, because Robert's Rules of Order are extremely voluminous and are comprised of hundreds of pages, many cities have adopted a policy containing the most commonly used rules of debate to use as a guideline for conducting meetings.

ANALYSIS

In an effort to streamline the use of Robert's Rules of Order, City Council desires to adopt a policy outlining City Council meeting rules of procedure, debate and decorum. The proposed Meeting Rules of Procedure, Debate and Decorum Policy is comprised of those rules adopted by the City in the Cudahy Municipal Code, Robert's Rules of Order, and the City's Code of Ethics.

FINANCIAL IMPACT

None.

ATTACHMENTS

- A. RESOLUTION NO.14-82, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ADOPTING THE CITY COUNCIL MEETING RULES OF PROCEDURE, DEBATE AND DECORUM POLICY

RESOLUTION NO. 14-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ADOPTING THE CITY COUNCIL MEETING RULES OF PROCEDURE, DEBATE AND DECORUM POLICY

WHEREAS, the City of Cudahy ("City") has adopted Robert's Rules of Order to govern the proceedings of all Cudahy City Council meetings pursuant to Section 2.04.050 of the Cudahy Municipal Code; and

WHEREAS, the City has adopted a Code of Ethics governing Council Member conduct pursuant to Resolution No. 12-13; and

WHEREAS, the Cudahy City Council ("City Council") desires to adopt a policy outlining meeting rules of procedure, debate and decorum; and

WHEREAS, the proposed Meeting Rules of Procedure, Debate and Decorum Policy is comprised of rules adopted by the City in the Cudahy Municipal Code, Robert's Rules of Order, and the City's Code of Ethics.

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

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

SECTION 2. The Cudahy City Council hereby adopts the following City Council Meeting Rules of Procedure, Debate and Decorum Policy:

CITY OF CUDAHY MEETING RULES OF PROCEDURE, DEBATE and DECORUM POLICY

I. Presiding Officer

The presiding officer of Cudahy City Council meetings shall be the Mayor, or in the Mayor's absence, the Vice Mayor.

II. Procedure for Opening Debate

1. A City Council Member makes a motion.
2. The motion is seconded.
3. Once the motion is seconded, the presiding officer [Mayor] 'states the question' on the motion: "The motion to _____ is now pending."

4. The presiding officer then gives the maker of the motion the first opportunity to speak/debate on the motion. Remaining Council Members are then given the opportunity to speak on the motion.

III. Limits on Debate/Rebuttal

In debate, each Council Member has the right to speak twice on the same question on the same day, but cannot make a second speech on the same question so long as any member who has not spoken on that question desires the floor. A Council Member who has spoken twice on a particular question on the same day has exhausted his right to debate the question for that day.

IV. Time Limit on Individual Council Member

Notwithstanding section 42 of Robert's Rules of Order which provides for a twenty (20) minute time limit on each member's debate, at any time after five (5) minutes, the presiding officer may terminate a Council Member's debate.

V. Calling the Question

Any Council Member may move to 'call for the question' on an item which is being considered. The motion requires a second, is not debatable, and must pass by a majority vote. If the motion carries, the item is no longer debatable, and the City Council must vote on it.

VI. Interrupting a Council Member and Points of Order or Inquiry

When a Council Member has been assigned the floor and has begun to speak – unless he begins to discuss a subject when no motion is pending or speaks longer in debate than the rules of the Council allow – he cannot be interrupted by another member or by the chair except in limited circumstances when the urgency of the situation justifies it, such as for a Point of Order when the Council Member speaks in violation of the rules of this Policy or Robert's Rules of Order, or is in violation of the City's Code of Ethics.

A Council Member may direct a Point of Inquiry or Point of Information to the presiding officer for information relevant to the business at hand or to obtain information on the rules of the Council. It is the duty of the presiding officer to answer such questions when it may assist a member to make an appropriate motion, raise a proper Point of Order, or understand the effect of a motion. A Council Member may not interrupt the presiding officer, or another Member who has the floor, to ask the presiding officer a Point of Inquiry or Information unless the Point of Inquiry or Information requires an immediate response.

VII. Duties of Presiding Officer

A. It is the presiding officer's responsibility to enforce the rules of debate and the rules relating to order and decorum of the Council.

B. The presiding officer should not enter into discussion of the merits of the pending questions. Although the presiding officer should give close attention to each Council Member's remarks during debate, he cannot interrupt the person that has the floor so long as that person does not violate any of the Council's rules and no disorder arises.

C. The presiding officer cannot close debate so long as any Council Member who has not exhausted his right to debate desires the floor, except by order of the Council, which requires a two-thirds vote.

VIII. Council Decorum

A. Council Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the Council and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of meetings.

B. Debate must be confined to the merits of the pending question.

C. Council Members must address their remarks to the presiding officer, and maintain a courteous tone, especially in reference to any divergence of opinion.

D. Council Members should refer to officers only by title and should avoid the mention of others' names as much as possible.

E. Council Members will refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of other members of the City Council, boards, commissions, and committees, the staff or the public.

SECTION 3. This Resolution shall take effect immediately upon its adoption, except as otherwise provided herein. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the special meeting of this 25th day of November, 2014.

Chris Garcia,
Mayor

ATTEST:

Donna G. Schwartz, CMC
Interim City Clerk

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

I, Donna Schwartz, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No.14-82 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 special meeting of said Council held on the 25th day of November, 2014 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Donna G. Schwartz, CMC
Interim City Clerk



Item Number **11C**

STAFF REPORT

Date: December 16, 2014
To: Honorable Mayor and City Council Members
From: Jose E. Pulido, City Manager
By: Isabel Birrueta, Assistant City Attorney
Subject: **Procedures for Placing Items on Agenda**

RECOMMENDATION

The City Council is requested to provide direction to the City Attorney as to whether the City Council would like to amend the City's existing procedures for placing items on the City Council meeting agenda.

BACKGROUND

1. Presenting Matters to the City Council

The City's Municipal Code section 2.04.030 entitled, "Presenting Matters to the City Council" is broad in nature as it permits every City official or body connected with the City's government and every citizen, corporation, committee or civic group to present any report or communication at a city council meeting so long as it is first presented to the city clerk in writing at least seven days preceding the city council meeting.

Section 2.04.030, however, does not provide guidance as to who may place an item on *the City Council agenda*. Many cities have clear policies or municipal code provisions concerning who has the power to place items on the agenda and procedures for such requests.

2. Placing Items on the Agenda

On July 2, 2012, the City adopted Resolution No. 12-25 to establish and update rules concerning the placement of items on the City Council agenda.

The resolution provided that City Councilmembers seeking to place items on a City Council agenda shall first present the items to the City Manager at least seven days prior to the City Council meeting, to allow the City Manager to work with the City Clerk and other City staff to make any applicable

modifications to the agenda items and prepare the agenda.

On April 15, 2014, the City adopted Resolution No. 14-30 to further update the rules concerning placement of items on the agenda and to restrict the number of agenda items a Councilmember may place on an agenda to one item per meeting. Due to the likelihood that there will be time-sensitive matters that may come up in excess of the one-item limit, the Mayor and City Manager have the authority place additional items on the agenda. Under Resolution No. 14-30, Councilmembers are to provide agenda items to the City Manager at least 10 days in advance of the City Council meeting, superseding the previous 7-day rule of Resolution No. 12-25. Currently, each Councilmember and the City Manager has the authority to place an item on the agenda and approval of a majority of the City Council is not required for an item to be placed on the agenda.

3. State Law and Practices in Other Cities

State law does not require that cities adopt a specific policy of set of procedures for placing items on the agenda. Accordingly, cities throughout California apply different policies and procedures for the placement of items on the agenda. For example, some cities provide that the City Manager, City Attorney, and City Council may place items on the agenda by either (a) verbally requesting the agenda item during a council meeting, which does not require a vote by council for acceptance at that time, or (b) written request to the City Manager no later than 10 days before the scheduled Council meeting. Any background information or preparation for an item placed on an agenda by a Council Member is the sole responsibility of the Council Member until such time as the full Council has considered the item and directed staff to take action.

Other cities require that a majority of the Council to approve a Council Member's request to place an item on the agenda. If the majority of the council approves, staff will prepare staff reports for the next agenda, if formal council action is required. Otherwise, the Council Member making the request is strongly encouraged to provide at a minimum a brief description as to the focus of the discussion.

Still other cities (a) provide on each agenda an item to allow Council Members to request items to be placed on future agendas; (b) allow the Mayor to place an item on the agenda unilaterally; (c) allow two Council Members to make a request to the City Manager; and (d) permit staff to place matters on the agenda through the City Manager.

Alternatively, some cities limit the number agenda items that can be placed by Council Members on each agenda.

In sum, policies concerning who has the power to place items on the agenda and associated procedures vary from city to city.

CONCLUSION

The City Attorney's office seeks direction from the City Council as to whether it would like to clarify or modify the City's existing policy concerning who has the power to place items on the agenda and the applicable procedures. If the City Council chooses not to modify the procedures for placing items on the agenda, Resolution No. 14-30 shall continue to govern the placement of items on the agenda.

FINANCIAL IMPACT

None.

ATTACHMENTS

A. Resolution No. 14-30 (for reference only)

RESOLUTION NO. 14-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CUDAHY ESTABLISHING AND UPDATING RULES TO
PLACE ITEMS ON CITY COUNCIL AGENDAS**

WHEREAS, the City has adopted the City Manager form of government in which the City Manager functions as chief executive and is responsible for the day-to-day operations of the City; and

WHEREAS, on May 1, 2012, the City Council adopted Resolution 12-16, reinforcing the City Manager form of Government and establishing rules of decorum for Council Members, including a policy that Council Members direct requests to the City Manager; and

WHEREAS, the City has an existing policy of providing staff adequate time to prepare agendas for public meetings as codified in Municipal Code section 2.04.030; and

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

WHEREAS, the regular meetings of the City Council often last until one (1) a.m. or later, and agenda items scheduled for the meetings are tabled to later dates due to time constraints; and

WHEREAS, members of the public have expressed concerns that the late hour of these meetings is inhibiting public participation in the discussion of agenda items and City Council cannot take action when items are continuously tabled due to insufficient time to hear all items that are placed on the agenda; and

WHEREAS, many members of the public are not able to stay to the end of the meetings when the run until 1 a.m. or later; and

WHEREAS, the City Council shares these concerns and values the participation of members of the public as an important aspect of a transparent government; and

WHEREAS, the City Council endeavors to have City Council meetings in which fewer agenda items are tabled to later meeting dates and which are of a shorter duration, as the City Council values community members' time and is aware that many community members have come to City Council meetings for specific agenda items, only to have those agenda items tabled to later dates due to time constraints; and

WHEREAS, as a result of these concerns, the City Council seeks to implement a procedure enabling more efficient City Council meetings, in order to encourage both the efficient administration of City Council meetings and the attendance and participation of the public at such meetings.

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

SECTION 1. In order to keep the number of agenda items for each City Council meeting at a reasonable number and in the interest of preventing agenda items from being tabled due to time constraints, each City Council Member may only place two (2) items on a City Council agenda. Acknowledging that there may be a number of important or time-sensitive agenda items in excess of this restriction, the City Manager shall have the authority to place additional agenda items on an agenda if, in his discretion, he deems it necessary for the continued operations of the City or to properly conduct City business.

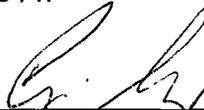
SECTION 2. There shall be a section in each regular City Council meeting agenda entitled "Requests for Agenda Items." During a regular City Council meeting, each City Council Member may use this section as a time to propose one (1) or two (2) agenda items he/she wishes to place on the following regular City Council meeting agenda. If a City Council Member wishes to place a third agenda item on the following regular City Council meeting agenda, the proposal to add of such an item must be approved by a majority vote of the City Council Members present at the meeting. If, outside of a regular City Council meeting, a City Council Member wishes to place an agenda item on a future agenda, the City Council Member shall do so pursuant to the procedures established in Section 3 and 4 of this Resolution.

SECTION 3. City Council Members seeking to place items on a City Council agenda shall first present the items to the City Manager.

SECTION 4. Agenda items shall be presented to the City Manager at least fourteen (14) days prior to the City Council meeting, to allow the City Manager to work with the Office of the City Clerk and other City staff to make any applicable modifications to the agenda items and prepare the agenda.

SECTION 5. To the extent that any provisions of any prior resolutions of the City Council of the City of Cudahy are inconsistent with the provisions of this resolution, they are hereby repealed.

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



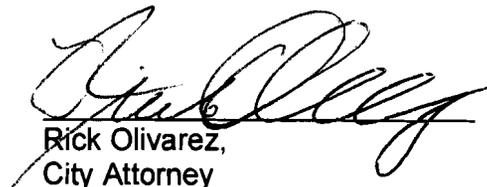
Chris Garcia,
Mayor

ATTEST:

APPROVED AS TO FORM:



Carrie Gallagher,
Deputy City Clerk



Rick Olivarez,
City Attorney

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

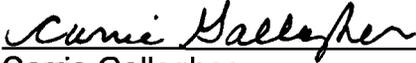
I, Carrie Gallagher, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 14-30 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 15th day of April, 2014 and that said Resolution was adopted by the following vote, to-wit:

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

NOES:

ABSTAIN:

ABSENT: Councilmember Guerrero



Carrie Gallagher,
Interim City Clerk