AGENDA

A REGULAR MEETING
OF THE CUDAHY CITY COUNCIL
and JOINT MEETING of the
CITY OF CUDAHY AS SUCCESSOR AGENCY and HOUSING SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
Tuesday, March 19, 2019 – 6:30 P.M.

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

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

Rules of Decorum

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

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

Disruptive conduct may include, but is not limited to:

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

   Certificate of Recognition presented to Evelyn Madrigal

5. PUBLIC COMMENTS

   (Each member of the public may submit one comment card if he or she wishes to address the City Council. Only speakers that submit a comment card within the first 20 minutes of the meeting will be permitted to speak for two (2) minutes concerning items under the City Council’s jurisdiction, including items on the agenda and closed session items.)

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

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

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

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

9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

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

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

10. CONSENT CALENDAR

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

A. Approval of the Local Agency Investment Fund (LAIF) for the Month of December 2018

Presented by Finance Director

Recommendation: The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of December 2018 in the amount of $3,931,903.12.

B. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of December 2018

Presented by Finance Director

Recommendation: The City Council is requested to approve the Demands and Payroll in the amount of $421,697.41 including Cash and Investment Report by Fund for the month of December 2018.

C. Approval of the Local Agency Investment Fund (LAIF) for the Month of January 2019

Presented by Finance Director
Recommendation: The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of January 2019 in the amount of $3,959,274.70.

D. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of January 2019 (page 29)

*Presented by Finance Director*

Recommendation: The City Council is requested to approve the Demands and Payroll in the amount of $1,198,060.70 including Cash and Investment Report by Fund for the month of January 2019.

E. Consideration to Review and Approve the Draft Minutes of February 5, 2019, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission (page 43)

*Presented by Assistant City Clerk*

Recommendation: The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for February 5, 2019.

F. Consideration to Review and Approve the Draft Minutes of January 30, 2017, for the Special Joint Meeting of the Cudahy City Council and Planning Commission (page 51)

*Presented by Assistant City Clerk*

Recommendation: The City Council is requested to review and approve the Draft Minutes of the Special Joint Meeting of the Cudahy City Council and Planning Commission for January 30, 2017.

11. PUBLIC HEARING - NONE

12. BUSINESS SESSION

A. Consideration to: (1) repeal and replace Resolution No. 18-68; (2) modify Resolution No. 18-68; or (3) allow Resolution No. 18-68 to remain in full force and effect will provide guidance to operators with local entitlements (page 55)

*Presented by City Attorney*

Recommendation: The City Council is requested to consider whether to: (1) repeal and
replace Resolution No. 18-68; (2) modify Resolution No. 18-68; or (3) allow Resolution No. 18-68 to remain in full force and effect will provide guidance to operators with local entitlements.

B. Approval of a Master Services Contract with Willdan Engineering for On-Call Current Planning Services (page 83)

Presented by City Manager

Recommendation: It is requested that the City Council: (1) approve staff’s request to piggyback on the City of Elk Grove’s competitive bid process for on-call planning services; (2) award a Master Services Contract to Willdan Engineering for on-call current planning services utilizing the City of Elk Grove’s Request for Proposals and contract award on August 23, 2017; and (3) adopt a resolution authorizing the City Manager to execute a Master Services Contract with Willdan Engineering for on-call current planning services.

C. Approval to award a Professional Services Agreement to Willdan Engineering for On-Call Human Resources Services (page 189)

Presented by City Manager

Recommendation: It is requested that the City Council award a Professional Services Agreement to Willdan Engineering for on-call Human Resources services and authorize the City Manager to execute a Professional Services Agreement with Willdan Engineering for on-call Human Resources services for the not-to-exceed amount of $116,480 for a one year term (i.e., March 19, 2019 to March 19, 2020), with two one-year options to extend (i.e., March 19, 2020 to March 19, 2021; and March 19, 2021 to March 19, 2022).

D. Adoption of a Proposed Resolution No. 19-08 Amending the City of Cudahy Fiscal Year (FY) 2018-19 City Budget (page 249)

Presented by Finance Director

Recommendation: The City Council is requested to:

1. Receive and file the Fiscal Year (FY) 2018-19 Mid-Year Budget review and related reports; and

2. Adopt Proposed Resolution No. 19-08 approving the requested amendments to the FY 2018-19 City Budget as follows: increasing
certain revenues in the General Fund by $210,300 and decreasing other General Fund revenues by $210,300.

13. COUNCIL DISCUSSION

A. Mayor Gonzalez
   
   i. Support Letter - Labor issues at L.A. County Sanitation Districts
   ii. Create and establish expedited planning review fee schedule

RECESS TO CLOSED SESSION

This is the time at which the City Council will meet in closed session to go over items of business on the closed session agenda. It should be noted that Councilman Guerrero will be participating from the Chamber of Commerce Room at Turner Hall via teleconference.

14. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) - Anticipated Litigation – One (1) Matter

B. Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel to discuss existing litigation – Cudahy Citizens v. City of Cudahy, et al. (Case No. BS174212)

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

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

RECONVENE TO OPEN SESSION

15. CLOSED SESSION ANNOUNCEMENT

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

Dated this 15th day of March 2019

Richard Iglesias
Assistant City Clerk
STAFF REPORT

Date: March 19, 2019
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: Approval of the Local Agency Investment Fund (LAIF) for the Month of December 2018

RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of December 2018 in the amount of $3,931,903.12.

BACKGROUND

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

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

3. On December 1, 2018, the balance in LAIF was $4,231,903.12 (See Attachment).

4. In December 2018, $300,000 was transferred to City’s operating bank account.

5. On December 30, 2018, the balance in LAIF was $3,931,903.12 (See Attachment).
ANALYSIS

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

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

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

The report in Attachment A, in conjunction with the Demands and Payroll including the Investment Report by Fund for the month of December 2018, demonstrates the sufficiency of funds available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

CONCLUSION

Once the City Council approves the December 2018 LAIF, the LAIF ending balance of $3,931,903.12 may be relied upon when determining whether or not there are sufficient funds available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

FINANCIAL IMPACT

None

ATTACHMENT

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

**General Account - City #98-19-225**

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<td>Beginning Balance as of December 01, 2018</td>
<td>$4,231,903.12</td>
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<tr>
<td>Transfer to City operating account</td>
<td>(300,000.00)</td>
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<tr>
<td>Ending Balance as of December 31, 2018</td>
<td>$3,931,903.12</td>
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</tbody>
</table>
STAFF REPORT

Date: March 19, 2019
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of December 2018

RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of $421,697.41 including Cash and Investment Report by Fund for the month of December 2018.

BACKGROUND

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

2. On December 2018, the following demands and payroll have been audited by the Finance Department:

<table>
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<tr>
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<tr>
<td>Demands</td>
<td>$229,529.45 (Attachment A)</td>
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<tr>
<td>Payroll Warrants</td>
<td>$129,649.34 (Attachment B)</td>
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<td>$62,518.62 (Attachment B)</td>
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Total: $421,697.41
ANALYSIS

The Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), Cash and Investment Report by Fund December 2018 (Attachment C) indicate that the cash and investment balance was sufficient for disbursements for the month of December 2018 (Attachment D) a summary of cash received and disbursed by month during Fiscal Year (FY) 2018-19, and (Attachment E) a summary of cash received and disbursed by month during FY 2017-18. It is best practice in local governments for Bank Reconciliations to be completed within 30 days of month end. Accordingly, the timely completion of the bank reconciliation, and related reports, for the month ended January 31, 2019, as well as management review, will be completed by February 28, 2019.

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

CONCLUSION

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

FINANCIAL IMPACT

The Cash and Investment Report by Fund (Attachment C) indicates how the total disbursements of $421,697.41 were distributed between the funds of the City.

ATTACHMENTS

A. Check Register Report
B. Payroll Warrants including payroll taxes and insurance premiums
C. Cash and Investment Report by Fund December 2018
D. Summary of Cash Receipt / Disbursement by Month FY 2018-19
E. Summary of Cash Receipt / Disbursement by Month FY 2017-18
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<th>Check Number</th>
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<th>Vendor#</th>
<th>Vendor Name</th>
<th>Check Description</th>
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<th>Gross</th>
<th>Discount</th>
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42121        | 12/12/2018   | 10505 GONZALEZ JOSE R.          | 511.11  | 0.00     | 511.11   |
Printed       |             | REIMBURSEMENT: CONFERENCE       |         | 0.00     |          |

Ref# | GL Number   | Gross   | Discount | Amount   |
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32249 | 001-4001-6391.000 | 511.11  | 0.00     | 511.11   |

Check Amount: 511.11

42122        | 12/12/2018   | 2724 HOME DEPOT CREDIT SERVICES | 1,400.76| 0.00     | 1,400.76 |
Printed       |             | HARDWARE AND SUPPLIES           |         | 0.00     |          |

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-----|-------------|---------|----------|----------|
32247 | 001-4410-6140.000 | 697.32  | 0.00     | 697.32   |
32247 | 001-4020-6370.000 | 244.95  | 0.00     | 244.95   |
32247 | 201-4425-6150.000 | 458.49  | 0.00     | 458.49   |

Check Amount: 1,400.76

42123        | 12/12/2018   | 10457 LAW OFFICES OF GLENN WARD | 37,625.00| 0.00     | 37,625.00|
Printed       |             | CONSULTING SERVICES SEP 17 -     |         | 0.00     |          |

Ref# | GL Number   | Gross   | Discount | Amount   |
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32219 | 001-4215-6762.000 | 37,625.00 | 0.00     | 37,625.00|

Check Amount: 37,625.00

42124        | 12/12/2018   | 7014 NATIONWIDE ENVIRONMENTAL   | 7,743.60| 0.00     | 7,743.60 |
Printed       |             | SWEEPING SERVICES NOVEMBER      |         | 0.00     |          |

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32231 | 201-4425-6778.000 | 7,743.60 | 0.00     | 7,743.60 |

Check Amount: 7,743.60

42125        | 12/12/2018   | 10081-1 NEOFUNDS                | 445.94  | 0.00     | 445.94   |
Printed       |             | POSTAGE NOVEMBER 2018           |         | 0.00     |          |

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32232 | 001-4020-6385.000 | 445.94  | 0.00     | 445.94   |

Check Amount: 445.94

42126        | 12/12/2018   | 1978-2 OFFICE DEPOT             | 264.68  | 0.00     | 264.68   |
Printed       |             | PAPER, PENS, TAPE, RUBBERBANDS  |         | 0.00     |          |

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32242 | 001-4020-6080.000 | 31.51   | 0.00     | 31.51    |
32242 | 001-4020-6014.000 | 65.23   | 0.00     | 65.23    |
32243 | 001-4020-6080.000 | 108.74  | 0.00     | 108.74   |
32244 | 001-4020-6014.000 | 35.45   | 0.00     | 35.45    |
32244 | 001-4020-6080.000 | 23.75   | 0.00     | 23.75    |

Check Amount: 264.68

42127        | 12/12/2018   | 10504 P & E CONSTRUCTION INC.   | 106.00  | 0.00     | 106.00   |
Printed       |             | REFUND - BUSINESS LICENSE 7501 |         | 0.00     |          |

Ref# | GL Number   | Gross   | Discount | Amount   |
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32248 | 001-0000-4151.000 | 106.00  | 0.00     | 106.00   |

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| 42136        | 12/12/2018    | 10458   | URENA NORMA               | ZUMBA INSTRUCTOR          | Printed | 451.50 | 0.00     | 451.50  |
| Ref#         | GL Number     | Gross   | Discount | Amount  |        |
| 32227        | 001-4350-6210.000 | 451.50 | 0.00     | 451.50  |        |

Check Amount: 451.50

| 42137        | 12/12/2018    | 4517    | UNITED STATES POSTAL SERVICE | RE-ISSUE CHECK NO. 42110 | Printed | 225.00 | 0.00     | 225.00  |
| Ref#         | GL Number     | Gross   | Discount | Amount  |        |
| 32250        | 001-4020-6385.000 | 225.00 | 0.00     | 225.00  |        |

Check Amount: 225.00

| 42138        | 12/20/2018    | 10201-1 | OLIVAREZ MADRUGA.LEMIEUX | LEGAL SERV - SPECIAL MATTER LF | Printed | 19,154.50 | 19,154.50 | 0.00 |
| Ref#         | GL Number     | Gross   | Discount | Amount  |        |
| 32251        | 001-4930-6755.000 | 1,170.00 | 0.00     | 1,170.00 |        |
| 32252        | 001-4005-6755.000 | 10,509.50 | 0.00     | 10,509.50 |        |
| 32253        | 001-4005-6755.000 | 2,139.00 | 0.00     | 2,139.00 |        |
| 32254        | 001-4005-6755.000 | 157.00 | 0.00     | 157.00 |        |
| 32255        | 001-4005-6755.000 | 507.00 | 0.00     | 507.00 |        |
| 32256        | 001-4930-6724.000 | 45.00 | 0.00     | 45.00 |        |
| 32257        | 001-4005-6755.000 | 682.50 | 0.00     | 682.50 |        |
| 32258        | 001-4005-6755.000 | 3,944.50 | 0.00     | 3,944.50 |        |

Check Amount: 19,154.50

| 42139        | 12/20/2018    | 9951    | WILLDAN                  | CITY ENGINEER JUL 2 - 27, 2018 | Printed | 5,810.00 | 5,810.00 | 0.00 |
| Ref#         | GL Number     | Gross   | Discount | Amount  |        |
| 32258        | 001-4216-6745.000 | 1,960.00 | 0.00     | 1,960.00 |        |
| 32259        | 001-4216-6745.000 | 3,850.00 | 0.00     | 3,850.00 |        |

Check Amount: 5,810.00

| 42140        | 12/26/2018    | 7019    | BUSINESS CARD            | CREDIT CARD PAYMENT NOVEMBER | Printed | 4,543.04 | 4,543.04 | 0.00 |
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| 32284        | 001-4350-6580.000 | 180.00 | 0.00     | 180.00  |        |
| 32284        | 001-4350-6394.000 | 26.26 | 0.00     | 26.26 |        |
| 32284        | 001-4020-6910.000 | 76.60 | 0.00     | 76.60 |        |
| 32284        | 001-4350-6585.000 | 439.33 | 0.00     | 439.33 |        |
| 32284        | 001-4020-6375.000 | 312.00 | 0.00     | 312.00 |        |
| 32284        | 252-4770-6510.000 | 12.72 | 0.00     | 12.72 |        |
| 32284        | 001-4011-6392.000 | 650.00 | 0.00     | 650.00 |        |
| 32284        | 001-4020-6080.000 | 324.72 | 0.00     | 324.72 |        |
| 32284        | 001-4020-6515.000 | 293.29 | 0.00     | 293.29 |        |
| 32284        | 001-4001-6391.000 | 2,228.12 | 0.00     | 2,228.12 |        |

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- 42142: 4,974.51
- 42143: 11,940.99
- 42144: 4,364.00
- 42145: 20,221.82
- 42146: 860.81
- 42147: 11,960.55
## Check Register Report

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**Date:** 01/15/2019  
**Time:** 10:47 am  
**Page:** 6

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**Check Amount:** 11,960.55

**Total Checks:** 38  
**Bank Total(excluding void checks):** 229,529.45

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**Check Amount:** 41,787.00

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**Check Amount:** 41,787.00

**Total Checks:** 38  
**Grand Total(excluding void checks):** 229,529.45
## CITY OF CUDAHY

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- **Note (a)** - Employees / Council Members / Commissioners
- **Note (b)** - Payments for CalPERS medical insurance
- **Note (c)** - Payments for CalPERS retirement contributions
- **Note (d)** - Federal and State payroll taxes
## Cash and Investment Report by Fund December 2018

<table>
<thead>
<tr>
<th>Fund</th>
<th>July 1, 2018 Inflow YTD</th>
<th>Outflow YTD</th>
<th>December 31, 2018</th>
<th>Receipts December 2018</th>
<th>Disbursements December 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td>2,729,653.90</td>
<td>4,534,469.07</td>
<td>578,624.25</td>
<td>686,428.02</td>
<td>305,478.17</td>
</tr>
<tr>
<td><strong>State Gas Tax</strong></td>
<td>152,133.49</td>
<td>463,142.74</td>
<td>96,366.65</td>
<td>35,764.19</td>
<td>67,229.99</td>
</tr>
<tr>
<td><strong>Other Grants</strong></td>
<td>(281,695.68)</td>
<td>13,658.00</td>
<td>(233,643.17)</td>
<td>-</td>
<td>1,198.00</td>
</tr>
<tr>
<td><strong>Prop 1 B - Local Street Improv.</strong></td>
<td>82,495.56</td>
<td>721.92</td>
<td>83,217.48</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Prop C</strong></td>
<td>333,711.91</td>
<td>172,324.05</td>
<td>397,497.16</td>
<td>36,925.59</td>
<td>9,765.46</td>
</tr>
<tr>
<td><strong>Prop A</strong></td>
<td>817,504.62</td>
<td>532,079.97</td>
<td>550,359.79</td>
<td>42,524.93</td>
<td>3,944.98</td>
</tr>
<tr>
<td><strong>Measure R</strong></td>
<td>1,018,154.17</td>
<td>31,636.74</td>
<td>1,203,791.64</td>
<td>26,557.53</td>
<td>4,003.42</td>
</tr>
<tr>
<td><strong>Measure M</strong></td>
<td>279,319.71</td>
<td>435,403.99</td>
<td>29,648.68</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TDA</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>AQMD</strong></td>
<td>119,914.90</td>
<td>75,558.97</td>
<td>67,157.82</td>
<td>7,894.59</td>
<td>2,589.20</td>
</tr>
<tr>
<td><strong>Used Oil</strong></td>
<td>1.43</td>
<td>-</td>
<td>-</td>
<td>1.43</td>
<td>-</td>
</tr>
<tr>
<td><strong>California Beverage Container</strong></td>
<td>10,762.78</td>
<td>98.79</td>
<td>1,750.00</td>
<td>9,102.56</td>
<td>-</td>
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<tr>
<td><strong>Recycling Grant</strong></td>
<td>14,477.62</td>
<td>126.69</td>
<td>14,604.31</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>C.O.P.S</strong></td>
<td>79,905.16</td>
<td>119,605.78</td>
<td>130,629.47</td>
<td>26,799.86</td>
<td>11,940.99</td>
</tr>
<tr>
<td><strong>County Park Bond</strong></td>
<td>26,563.81</td>
<td>232.46</td>
<td>26,796.27</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>CAL Home</strong></td>
<td>98,007.61</td>
<td>20.00</td>
<td>98,832.89</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Street Lighting Fund</strong></td>
<td>(19,817.27)</td>
<td>51,780.93</td>
<td>(8,271.97)</td>
<td>31,792.56</td>
<td>2,788.11</td>
</tr>
<tr>
<td><strong>Quimby Act Fund</strong></td>
<td>63,752.24</td>
<td>-</td>
<td>64,310.13</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>CDBG</strong></td>
<td>(47,658.90)</td>
<td>143,224.11</td>
<td>(42,186.29)</td>
<td>500.00</td>
<td>11,239.39</td>
</tr>
<tr>
<td><strong>Federal STPL</strong></td>
<td>788,806.92</td>
<td>6,902.82</td>
<td>795,709.74</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Successor Agencies</strong></td>
<td>4,512,346.11</td>
<td>1,801,614.71</td>
<td>2,789,170.60</td>
<td>13,250.00</td>
<td>-</td>
</tr>
<tr>
<td><strong>Youth Foundation</strong></td>
<td>15,331.26</td>
<td>265.54</td>
<td>15,243.42</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Senior's Account</strong></td>
<td>132.80</td>
<td>-</td>
<td>132.80</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Refuse Assessment</strong></td>
<td>-</td>
<td>12,612.86</td>
<td>183,423.17</td>
<td>3,902.88</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total:**

|         | 10,793,804.15 | 4,418,138.10 | 7,955,909.04 | 7,256,033.21 | 1,121,529.12 | 424,080.59 |

**LAIF- CITY**

|         | 5,329,851.17 | 2,450,000.00 | 3,931,903.12 | -            | 300,000.00 |
|         | 5,463,953.04 | 3,324,130.15 | 1,121,529.12 | 124,080.59   |             |

**TOTAL**

|         | 10,793,804.21 | 4,418,138.10 | 7,955,909.04 | 7,256,033.27 | 1,121,529.12 | 424,080.59 |

---

### Total cash disbursements per December Demand and Payroll Reports

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>AP disbursements</td>
<td>229,529.45</td>
</tr>
<tr>
<td>Payroll - December 6, 2018</td>
<td>129,649.34</td>
</tr>
<tr>
<td>Payroll - December 20, 2018</td>
<td>62,518.62</td>
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<tr>
<td><strong>Sub-Total</strong></td>
<td>421,679.41</td>
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</table>

Add: Total Bank charges in December 2018

<table>
<thead>
<tr>
<th>Add: Total Bank charges in December 2018</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Credit card charge - food distribution</td>
<td>544.50</td>
</tr>
</tbody>
</table>

**Total Cash Disbursements per December Cash & Investment Report**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>424,080.59</td>
</tr>
</tbody>
</table>

---

Page 22 of 263
# Summary of Cash Receipt/Disbursement by Month - FY 2018-19

<table>
<thead>
<tr>
<th>Date</th>
<th>All Funds</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cash Receipts</td>
<td>Disbursement</td>
</tr>
<tr>
<td>July 2018</td>
<td>691,772.52</td>
<td>923,546.53</td>
</tr>
<tr>
<td>August 2018</td>
<td>600,224.95</td>
<td>1,355,964.47</td>
</tr>
<tr>
<td>September 2018</td>
<td>671,668.80</td>
<td>3,057,462.54</td>
</tr>
<tr>
<td>October 2018</td>
<td>810,382.01</td>
<td>645,124.72</td>
</tr>
<tr>
<td>November 2018</td>
<td>522,560.70</td>
<td>1,549,730.19</td>
</tr>
<tr>
<td>December 2018</td>
<td>1,121,529.12</td>
<td>424,080.59</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>4,418,138.10</strong></td>
<td><strong>7,955,909.04</strong></td>
</tr>
</tbody>
</table>

Note (a) - City liab. and workers comp insurance, general plan update, and PERS unfunded pension liab.
Note (b) - Debt service payment and 2 sheriff payments
Note (c) - Prop A exchange and 2 sheriff payments
Note (d) - Prop A exchange and refuse assessment

Average Per Month: 410,450.48 755,744.85
## Summary of Cash Receipt/Disbursement by Month - FY 2017-18

<table>
<thead>
<tr>
<th>Date</th>
<th>All Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cash Receipts</td>
</tr>
</tbody>
</table>
| July 2017  | 664,275.76     | 1,671,865.41  | (a)  
| August 2017| 624,837.77     | 1,538,305.18  | (b)  
| September 2017 | 860,255.50     | 2,265,661.24  | (c)  
| October 2017| 608,973.89     | 1,396,868.69  | (d)  
| November 2017 | 1,144,393.84   | 1,073,453.24  | (e)  
| December 2017 | 1,251,035.76   | 571,092.06    | (f)  
| January 2018 | 3,557,969.42   | 1,034,439.70  | (g)  
| February 2018 | 562,844.97     | 771,715.89    | (h)  
| March 2018  | 1,338,538.29   | 1,793,063.58  | (i)  
| April 2018  | 997,302.39     | 955,616.06    | (j)  
| May 2018    | 2,579,778.52   | 1,382,180.35  | (k)  
| June 2018   | 2,483,819.91   | 1,062,919.76  | (l)  
| Total:      | 16,674,026.02  | 15,517,181.16 |  

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

<table>
<thead>
<tr>
<th>Date</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cash Receipts</td>
</tr>
</tbody>
</table>
| July 2017   | 551,995.69     | 1,042,977.18  | (1)  
| August 2017 | 338,416.23     | 740,148.94    | (2)  
| September 2017 | 645,166.69     | 173,030.92    | (3)  
| October 2017| 354,088.91     | 872,331.26    | (4)  
| November 2017 | 351,396.42     | 727,994.43    | (5)  
| December 2017 | 797,023.90     | 354,500.60    | (6)  
| January 2018 | 1,932,300.28   | 532,426.75    | (7)  
| February 2018 | 376,769.29     | 494,725.08    | (8)  
| March 2018   | 257,111.27     | 879,200.18    | (9)  
| April 2018   | 705,804.58     | 475,642.07    | (10) |  
| May 2018     | 1,691,754.11   | 1,023,109.66  | (11) |  
| June 2018    | 639,717.19     | 437,833.39    | (12) |  
| Total:       | 8,641,544.56   | 7,753,920.46  |  

Average Per Month:

720,128.71  
646,160.04

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

Date: March 19, 2019
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: Approval of the Local Agency Investment Fund (LAIF) for the Month of January 2019

RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of January 2019 in the amount of $3,959,274.70.

BACKGROUND

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

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

3. On January 1, 2019, the balance in LAIF was $3,931,903.12 (See Attachment).

4. In January 2019, interest for the quarter ended December 31, 2018 in the amount of $27,371.58 was paid.

5. On January 31, 2019, the balance in LAIF was $3,959,274.70 (See Attachment).
ANALYSIS

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

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

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

The report in Attachment A, in conjunction with the Demands and Payroll including the Investment Report by Fund for the month of January 2019, demonstrates the sufficiency of funds available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

CONCLUSION

Once the City Council approves the January 2019 LAIF, the LAIF ending balance of $3,959,274.70 may be relied upon when determining whether or not there are sufficient funds available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

FINANCIAL IMPACT

None

ATTACHMENT

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

General Account - City #98-19-225

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance as of</td>
<td>January 01, 2019</td>
<td>$3,931,903.12</td>
</tr>
<tr>
<td>Interest earned</td>
<td></td>
<td>27,371.58</td>
</tr>
<tr>
<td>Ending Balance as of</td>
<td>January 31, 2019</td>
<td>$3,959,274.70</td>
</tr>
</tbody>
</table>

======
STAFF REPORT

Date: March 19, 2019
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of January 2019

RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of $1,198,060.70 including Cash and Investment Report by Fund for the month of January 2019.

BACKGROUND

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demands</td>
<td>$974,513.50</td>
<td>(Attachment A)</td>
</tr>
<tr>
<td>Payroll Warrants</td>
<td>$107,617.45</td>
<td>(Attachment B)</td>
</tr>
<tr>
<td></td>
<td>$58,704.74</td>
<td>(Attachment B)</td>
</tr>
<tr>
<td></td>
<td>$57,225.01</td>
<td>(Attachment B)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,198,060.70</strong></td>
<td></td>
</tr>
</tbody>
</table>
ANALYSIS

The Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), Cash and Investment Report by Fund January 2019 (Attachment C) indicate that the cash and investment balance was sufficient for disbursements for the month of January 2019 (Attachment D) a summary of cash received and disbursed by month during Fiscal Year (FY) 2018-19, and (Attachment E) a summary of cash received and disbursed by month during FY 2017-18. It is best practice in local governments for Bank Reconciliations to be completed within 30 days of month end. Accordingly, the timely completion of the bank reconciliation, and related reports, for the month ended February 28, 2019, as well as management review, will be completed by March 31, 2019.

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

CONCLUSION

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

FINANCIAL IMPACT

The Cash and Investment Report by Fund (Attachment C) indicates how the total disbursements of $1,198,060.70 were distributed between the funds of the City.

ATTACHMENTS

A. Check Register Report
B. Payroll Warrants including payroll taxes and insurance premiums
C. Cash and Investment Report by Fund January 2019
D. Summary of Cash Receipt / Disbursement by Month FY 2018-19
E. Summary of Cash Receipt / Disbursement by Month FY 2017-18
<table>
<thead>
<tr>
<th>Check Number</th>
<th>Check Date</th>
<th>Vendor#</th>
<th>Vendor Name</th>
<th>Gross</th>
<th>Discount</th>
<th>Amount</th>
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</thead>
<tbody>
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<td>01/14/2019</td>
<td>10128</td>
<td>ALCALA MIKE ALONSO</td>
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<td></td>
<td></td>
<td></td>
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<td>SENIORS CHRISTMAS PARTY</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Ref#</td>
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<td>Gross</td>
</tr>
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<td></td>
<td></td>
<td>Discount</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Amount</td>
</tr>
<tr>
<td>42152</td>
<td>01/14/2019</td>
<td>7995</td>
<td>AMERICAN CITY PEST &amp; TERMITE</td>
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<td>406.00</td>
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<tr>
<td></td>
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<td>GL Number</td>
<td>Gross</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Discount</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Amount</td>
</tr>
<tr>
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<td>2,130.91</td>
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<tr>
<td></td>
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<td></td>
<td>Amount</td>
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<tr>
<td>42154</td>
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<td>BBC PUBLIC AFFAIRS LLC</td>
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<td>4,000.00</td>
</tr>
<tr>
<td></td>
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<td>CONSULTING FEES DECEMBER</td>
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42175 01/30/2019 9966 AT & T LONG DISTANCE SERVICE
Phone Landline December 24, Printed

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42176 01/30/2019 8021 AT & T MOBILITY
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42178 01/30/2019 10133 AVANT-GARDE, INC.
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</table>

Check Amount 4,218.00

<table>
<thead>
<tr>
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<tr>
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Check Amount 109.50

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Check Amount 30.00

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<tbody>
<tr>
<td>32369</td>
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<tr>
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Check Amount 3,450.07

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<tbody>
<tr>
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Check Amount 1,218.75

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Check Amount 1,234.31

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</thead>
<tbody>
<tr>
<td>32364</td>
<td>001-4020-6380.000</td>
<td>190.66</td>
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<tr>
<td>32365</td>
<td>001-4020-6380.000</td>
<td>42.58</td>
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Check Amount 233.24

<table>
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<tbody>
<tr>
<td>32350</td>
<td>350-4430-6318.000</td>
<td>13.22</td>
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<tr>
<td>32350</td>
<td>201-4420-6318.000</td>
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<tr>
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Check Amount 8,087.20
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<thead>
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<th>Check Date</th>
<th>Vendor#</th>
<th>Vendor Name</th>
<th>Gross</th>
<th>Discount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>32351</td>
<td>01/30/2019</td>
<td>201-4420-6318.000</td>
<td>1,039.20</td>
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<tr>
<td>32351</td>
<td>01/30/2019</td>
<td>001-4020-6318.000</td>
<td>4,072.94</td>
<td>0.00</td>
<td>4,072.94</td>
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</tr>
<tr>
<td>Ref#</td>
<td>GL Number</td>
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<td>Amount</td>
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<td></td>
</tr>
<tr>
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<tr>
<td>42201</td>
<td>01/30/2019</td>
<td>10511</td>
<td>VV &amp; G CONSTRUCTION</td>
<td>9,000.00</td>
<td>0.00</td>
<td>9,000.00</td>
</tr>
<tr>
<td>Ref#</td>
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<td>Discount</td>
<td>Amount</td>
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<td></td>
</tr>
<tr>
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</table>

Total Checks: 51  
Bank Total(excluding void checks): 974,513.50  
Grand Total(excluding void checks): 974,513.50
CITY OF CUDAHY
Payroll Warrants including payroll taxes and insurance premiums:

<table>
<thead>
<tr>
<th></th>
<th>January 3, 2019</th>
<th>January 17, 2019</th>
<th>January 31, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issued Warrants Number</td>
<td>24245 - 24293</td>
<td>24294 - 24337</td>
<td>24228 - 24378</td>
</tr>
<tr>
<td>Voided Warrants</td>
<td></td>
<td>24327-24329</td>
<td>24370</td>
</tr>
<tr>
<td>Issued Warrants Amount</td>
<td>$3,224.52</td>
<td>$3,490.94</td>
<td>$2,899.66</td>
</tr>
<tr>
<td>Direct Deposits (a)</td>
<td>49,938.75</td>
<td>48,710.26</td>
<td>$47,248.88</td>
</tr>
<tr>
<td>CalPERS Direct Deposit (b)</td>
<td>34,164.01</td>
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</tr>
<tr>
<td>CalPERS Direct Deposit (c)</td>
<td>14,039.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll taxes (d)</td>
<td>6,251.05</td>
<td>6,503.54</td>
<td>7,076.47</td>
</tr>
<tr>
<td>Total Amount</td>
<td>$107,617.45</td>
<td>$58,704.74</td>
<td>$57,225.01</td>
</tr>
</tbody>
</table>

Note (a) - Employees / Council Members / Commissioners
Note (b) - Payments for CalPERS medical insurance
Note (c) - Payments for CalPERS retirement contributions
Note (d) - Federal and State payroll taxes
### CITY OF CUDAHY  
**Cash and Investment Report by Fund January 2019**

<table>
<thead>
<tr>
<th>July 1, 2018</th>
<th>Inflow</th>
<th>Outflow</th>
<th>January 31, 2019</th>
<th>Receipts</th>
<th>Disbursements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YTD</td>
<td>YTD</td>
<td></td>
<td>January 2019</td>
<td>January 2019</td>
</tr>
<tr>
<td>001 General Fund</td>
<td>2,729,653.90</td>
<td>4,277,703.18</td>
<td>5,406,434.02</td>
<td>1,600,923.06</td>
<td>1,894,263.76</td>
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<tr>
<td>201 State Gas Tax</td>
<td>152,133.49</td>
<td>517,595.75</td>
<td>528,042.44</td>
<td>141,686.80</td>
<td>110,219.85</td>
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<tr>
<td>235 Other Grants</td>
<td>(281,695.68)</td>
<td>326,276.95</td>
<td>13,658.00</td>
<td>30,923.27</td>
<td>264,566.44</td>
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<tr>
<td>240 Prop 1 B - Local Street Improv.</td>
<td>82,495.56</td>
<td>1,231.53</td>
<td>-</td>
<td>83,727.09</td>
<td>509.61</td>
</tr>
<tr>
<td>251 Prop C</td>
<td>333,711.91</td>
<td>274,467.61</td>
<td>182,505.88</td>
<td>425,673.64</td>
<td>38,358.31</td>
</tr>
<tr>
<td>252 Prop A</td>
<td>817,504.62</td>
<td>308,325.77</td>
<td>540,852.51</td>
<td>584,977.88</td>
<td>43,390.63</td>
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<tr>
<td>253 Measure R</td>
<td>1,018,154.17</td>
<td>249,523.08</td>
<td>40,378.92</td>
<td>1,227,298.33</td>
<td>32,248.87</td>
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<tr>
<td>254 Measure M</td>
<td>279,319.71</td>
<td>186,640.70</td>
<td>-</td>
<td>465,960.41</td>
<td>30,556.42</td>
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<tr>
<td>255 TDA</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>257 AQMD</td>
<td>119,914.90</td>
<td>75,959.40</td>
<td>129,544.01</td>
<td>66,330.29</td>
<td>400.43</td>
</tr>
<tr>
<td>260 Used Oil</td>
<td>1.43</td>
<td>-</td>
<td>-</td>
<td>1.43</td>
<td>-</td>
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<tr>
<td>261 California Beverage Container</td>
<td>10,762.78</td>
<td>145.52</td>
<td>1,750.00</td>
<td>9,158.30</td>
<td>55.74</td>
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<tr>
<td>265 Recycling Grant</td>
<td>14,477.62</td>
<td>216.12</td>
<td>-</td>
<td>14,693.74</td>
<td>89.43</td>
</tr>
<tr>
<td>270 C.O.P.S</td>
<td>79,905.16</td>
<td>143,793.44</td>
<td>87,624.85</td>
<td>136,073.75</td>
<td>24,187.66</td>
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<tr>
<td>280 County Park Bond</td>
<td>26,563.81</td>
<td>396.55</td>
<td>-</td>
<td>26,960.36</td>
<td>164.09</td>
</tr>
<tr>
<td>300 CAL Home</td>
<td>98,007.61</td>
<td>1,450.51</td>
<td>20.00</td>
<td>99,438.12</td>
<td>605.23</td>
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<tr>
<td>350 Street Lighting Fund</td>
<td>(19,817.27)</td>
<td>71,527.79</td>
<td>58,377.31</td>
<td>(6,666.79)</td>
<td>8,201.56</td>
</tr>
<tr>
<td>390 Quimby Act Fund</td>
<td>63,752.24</td>
<td>951.71</td>
<td>-</td>
<td>64,703.95</td>
<td>393.82</td>
</tr>
<tr>
<td>510 CDBG</td>
<td>(47,658.90)</td>
<td>184,764.72</td>
<td>177,516.26</td>
<td>(40,410.44)</td>
<td>36,068.00</td>
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<tr>
<td>515 Federal STPL</td>
<td>788,806.92</td>
<td>11,775.57</td>
<td>-</td>
<td>800,582.49</td>
<td>4,872.75</td>
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<tr>
<td>610 Successor Agencies</td>
<td>4,512,346.11</td>
<td>1,328,739.24</td>
<td>1,801,614.71</td>
<td>4,039,470.64</td>
<td>1,250,300.04</td>
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<td>710 Youth Foundation</td>
<td>15,331.26</td>
<td>271.05</td>
<td>265.54</td>
<td>15,336.77</td>
<td>93.35</td>
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<td>720 Senior's Account</td>
<td>132.80</td>
<td>-</td>
<td>132.80</td>
<td>-</td>
<td>-</td>
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<tr>
<td>730 Refuse Assessment</td>
<td>-</td>
<td>241,852.57</td>
<td>196,036.03</td>
<td>45,816.54</td>
<td>45,924.67</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>10,793,804.15</td>
<td>8,203,608.76</td>
<td>9,164,753.28</td>
<td>9,832,659.63</td>
<td>3,785,470.66</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LAIF- CITY</th>
<th>Wells Fargo</th>
<th><strong>TOTAL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>5,329,851.17</td>
<td>8,124,185.23</td>
<td>10,793,804.21</td>
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<tr>
<td>79,423.53</td>
<td>7,714,753.28</td>
<td>8,203,608.76</td>
</tr>
<tr>
<td>1,450,000.00</td>
<td>5,873,384.99</td>
<td>9,164,753.28</td>
</tr>
<tr>
<td>3,959,274.70</td>
<td>3,758,099.08</td>
<td>9,832,659.63</td>
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<tr>
<td>27,371.58</td>
<td>-</td>
<td>3,785,470.66</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>1,208,844.24</td>
</tr>
</tbody>
</table>

**Total cash disbursements per January and Payroll Reports**

- AP disbursements
- Payroll - January 3, 2019
- Payroll - January 17, 2019
- Payroll - January 31, 2019

**Sub-Total** |
| 1,198,060.70 |

**Add**: Total Bank charges in January 2019
| 525.74 |

**Add**: Credit card charge - food distribution, hotel, and senior event
| 10,257.80 |

**Total Cash Disbursements per January Cash & Investment Report** |
| 1,208,844.24 |
City of Cudahy
Summary of Cash Receipt/Disbursement by Month - FY 2018-19

<table>
<thead>
<tr>
<th>Date</th>
<th>All Funds</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cash Receipts</td>
<td>Disbursement</td>
</tr>
<tr>
<td>July 2018</td>
<td>691,772.52</td>
<td>923,546.53</td>
</tr>
<tr>
<td>August 2018</td>
<td>600,224.95</td>
<td>1,355,964.47</td>
</tr>
<tr>
<td>September 2018</td>
<td>671,668.80</td>
<td>3,057,462.54</td>
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<tr>
<td>October 2018</td>
<td>810,382.01</td>
<td>645,124.72</td>
</tr>
<tr>
<td>November 2018</td>
<td>522,560.70</td>
<td>1,549,730.19</td>
</tr>
<tr>
<td>December 2018</td>
<td>1,121,529.12</td>
<td>424,080.59</td>
</tr>
<tr>
<td>January 2019</td>
<td>3,785,470.66</td>
<td>1,208,844.24</td>
</tr>
<tr>
<td>Total:</td>
<td>8,203,608.76</td>
<td>9,164,753.28</td>
</tr>
</tbody>
</table>

Note (a) - City liab. and workers comp insurance, general plan update, and PERS unfunded pension liab.
Note (b) - Debt service payment and 2 sheriff payments
Note (c) - Prop A exchange and 2 sheriff payments
Note (d) - Prop A exchange and refuse assessment
Note (e) - ROPS distribution from County and bi-annual motor-vehicle-in-lieu
Note (f) - 2 sheriff payments, refuse collection, and Maywood police dept furniture

<table>
<thead>
<tr>
<th>Date</th>
<th>Cash Receipts</th>
<th>Disbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2018</td>
<td>458,761.50</td>
<td>736,296.50</td>
</tr>
<tr>
<td>August 2018</td>
<td>303,501.54</td>
<td>1,186,595.26</td>
</tr>
<tr>
<td>September 2018</td>
<td>336,600.23</td>
<td>954,388.46</td>
</tr>
<tr>
<td>October 2018</td>
<td>403,268.29</td>
<td>480,417.07</td>
</tr>
<tr>
<td>November 2018</td>
<td>274,143.29</td>
<td>871,293.61</td>
</tr>
<tr>
<td>December 2018</td>
<td>686,428.02</td>
<td>305,478.17</td>
</tr>
<tr>
<td>January 2019</td>
<td>1,894,263.76</td>
<td>871,964.95</td>
</tr>
<tr>
<td>Total:</td>
<td>4,356,966.63</td>
<td>5,406,434.02</td>
</tr>
</tbody>
</table>

Average Per Month: 622,423.80 772,347.72

Note (1) - City liab. & workers comp insurance, PERS unfunded pension liab., and general plan update
Note (2) - 2 sheriff payments
Note (3) - 2 sheriff payments
Note (4) - Bi-annual motor-vehicle-in-lieu
Note (5) - 2 sheriff payments and Maywood police dept furniture
## City of Cudahy
### Summary of Cash Receipt/Disbursement by Month - FY 2017-18

<table>
<thead>
<tr>
<th>Date</th>
<th>All Funds</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cash Receipts</td>
<td>Disbursement</td>
<td></td>
</tr>
<tr>
<td>July 2017</td>
<td>664,275.76</td>
<td>1,671,865.41</td>
<td>(a)</td>
</tr>
<tr>
<td>August 2017</td>
<td>624,837.77</td>
<td>1,538,305.18</td>
<td>(b)</td>
</tr>
<tr>
<td>September 2017</td>
<td>860,255.50</td>
<td>2,265,661.24</td>
<td>(c)</td>
</tr>
<tr>
<td>October 2017</td>
<td>608,973.89</td>
<td>1,396,868.69</td>
<td>(d)</td>
</tr>
<tr>
<td>November 2017</td>
<td>1,144,393.84</td>
<td>1,073,453.24</td>
<td>(e)</td>
</tr>
<tr>
<td>December 2017</td>
<td>1,251,035.76</td>
<td>571,092.06</td>
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</tr>
<tr>
<td>January 2018</td>
<td>3,557,969.42</td>
<td>1,034,439.70</td>
<td>(i)</td>
</tr>
<tr>
<td>February 2018</td>
<td>562,844.97</td>
<td>771,715.89</td>
<td></td>
</tr>
<tr>
<td>March 2018</td>
<td>1,338,538.29</td>
<td>1,793,063.58</td>
<td>(k)</td>
</tr>
<tr>
<td>April 2018</td>
<td>997,302.39</td>
<td>955,616.06</td>
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</tr>
<tr>
<td>May 2018</td>
<td>2,579,778.52</td>
<td>1,382,180.35</td>
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<td><strong>15,517,181.16</strong></td>
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Note (a) - City liab. and workers comp insurance, citywide street improvement project, and PERS unfunded pension liab.
Note (b) - Prop A exchange, 2 legal fees, and 2 fixed route payments
Note (c) - Debt service payment
Note (d) - 2 sheriff payments and street project payments
Note (e) - ATP grant reimbursement
Note (f) - Street project and general plan payments
Note (g) - Cannabis application fees
Note (h) - ROPS distribution from County and bi-annual motor-vehicle-in-lieu
Note (i) - Street project and refuse payments
Note (j) - EDC transfer
Note (k) - Debt service payment and 2 sheriff payments
Note (l) - Bi-annual motor-vehicle-in-lieu and street project reimbursement
Note (m) - 2 sheriff payments, LAUSD settlement, refuse collection, and development review costs
Note (n) - ROPS distribution from County
Note (o) - Street project, development review costs, and refuse payments

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<th>Date</th>
<th>General Fund</th>
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<td><strong>7,753,920.46</strong></td>
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Average Per Month: 720,128.71 646,160.04

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

Date: March 19, 2019
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Richard Iglesias, Deputy City Clerk

Subject: Consideration to Review and Approve the Draft Minutes of February 5, 2019, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission

RECOMMENDATION

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for February 5, 2019.

BACKGROUND / ANALYSIS

Historically

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

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

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

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

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

CONCLUSION

City Council is requested to approve the attached City Council / Agency Draft Minutes of the proceedings of February 5, 2019, City Council meeting.

FINANCIAL IMPACT

No Financial Impact.

ATTACHMENT

Draft Minutes February 5, 2019
1. CALL TO ORDER

Mayor / Chair Gonzalez called the meeting to order at 6:30 p.m.

2. ROLL CALL

PRESENT: Council / Agency Member Guerrero
Council / Agency Member Lozoya
Vice Mayor / Vice Chair Alcantar
Mayor / Chair Gonzalez

ABSENT: Council / Agency Member Garcia

ALSO PRESENT: City Manager Jose E. Pulido, Deputy Attorney Martin de los Angeles, Deputy Attorney Victor Poonto, Deputy City Clerk Richard Iglesias, Finance Director Steven Dobrenen, and Administrative Aide, Andres Rangel.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Gonzalez.

4. PRESENTATIONS

A. Presentation by the California Conservation Corps

A presentation was made by representative of the organization to inform Council of its services and its role it wishes to provide for the City.

5. PUBLIC COMMENTS

Luis Melliz, shared flyers about work being done in the community on behalf of his organization. He asked to reserve Turner Hall’s small conference room.

Jack Guerrero, protested the City’s alleged scheme to ram through additional taxes on the community. He referenced last year’s elections as a clear indicator that Cudahy residents reject alleged corruption, lavish contracts, excessive compensation for senior management, unfunded and unsustainable pension obligations which have exceeded the General Fund’s revenue for the fiscal year, and regressive taxation on working families. He expressed his pride in joining the working class community in rejecting the proposed ballot parcel property tax, potentially hurting residents’ ability to obtain basic amenities. He reminded Council of the resounding rejection both property tax measures faced in 2017 and 2018. He concluded his comments by arguing
excessive taxing schemes are immoral, inefficient, and leads to decreased productivity, which in turn decreases an entity’s overall revenue.

Susie de Santiago, submitted a petition to reinstate crossing guards at Elizabeth Learning Center. She went on to argue it is still highly dangerous for pedestrians to cross during peak school hours due to traffic congestion and speeding. She went on to cite a Sheriff Department’s report that highlighted an increase in accidents and near hit instances in that area.

Javier Flores, expressed his support in regards to item 13A. He highlighted Cudahy residents do not want recreational cannabis businesses. He cited City youth’s quality of life and future aspirations being deteriorated due to the presence of those cannabis businesses in the City. He went on to express his support for item 13B, arguing a Cudahy resident should be given the opportunity to manage the City. He also asked Council to bring back the crossing guard that helped kids cross at Elizabeth Learning Center.

6. CITY COUNCIL COMMENTS

Council Member Guerrero, thanked members of the public for attending the meeting. He noted there are a number of important items on the agenda for tonight, wishing more residents attended the meetings and see how Council Members vote. He affirmed that he is there to fight and defend Cudahy residents and the betterment of the community. He concluded his comments by mentioning he is looking forward to interacting with residents after the meeting.

Vice Mayor Alcantar, thanked members of the public for attending the Council Meeting. She highlighted the City’s homeless count that took place January 23rd, its Neighborhood Watch Meeting that took place in Clara block, as well as the Fruit Tree Giveaway, which distributed 160 trees to community members, and announced Elizabeth Learning Center’s high school students competing in an academic decathlon event. She went on to announce Operation Firefly, an educational cyclist event in the City. She concluded her comments by expressing the importance of agenda item 13B and the frequent hits that occur due to a lack of crossing guards.

Mayor Gonzalez, reminded the City of Dodgers RBI program still being in open enrollment. He announced the student led school forum happening tomorrow at 6 p.m. at Turner Hall. He directed staff to reach out to Mr. Melliz and see how they can help him subsidize facility rental fees. He agreed with Vice Mayor Alcantar on the importance of crossing guards, and mentioned the importance on amending the budget to accommodate those services.

7. CITY MANAGER REPORT (information only)

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

9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

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

Motion: It was moved by Vice Mayor Alcantar, and seconded by Mayor Gonzalez to waive full text reading of all Resolutions and Ordinances by single motion.

10. CONSENT CALENDAR (Items 10A and B were pulled by Council Member Guerrero.)

A. Approval of the Local Agency Investment Fund (LAIF) for the Month of December 2018
Presented by the Finance Director

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of December 2018 in the amount of $3,931,903.12.

**Motion:** It was moved by Vice Mayor Alcantar, and seconded by Mayor Gonzalez to approve the Local Agency Investment Fund (LAIF) Report for the month of December 2018 in the amount of $3,931,903.12. The motion carried (2-2-1) by the following roll call vote.

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

**B.** Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of December 2018

Presented by the Finance Director

The City Council is requested to approve the Demands and Payroll in the amount of $421,697.41 including Cash and Investment Report by Fund for the month of December 2018.

**Motion:** It was moved by Vice Mayor Alcantar, and seconded by Mayor Gonzalez to approve the Demands and Payroll in the amount of $421,697.41 including Cash and Investment Report by Fund for the month of December 2018. The motion carried (2-2-1) by the following roll call vote.

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

**C.** Consideration to Review and Approve the Draft Minutes of December 18, 2018, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission

Presented by the Deputy City Clerk

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for December 18, 2018.

**Motion:** It was moved by Vice Mayor Alcantar, and seconded by Mayor Gonzalez to review and approve the City Council / Successor Agency Draft Minutes for December 18, 2018. The motion carried (4-0-1) by the following roll call vote.

AYES: Guerrero, Lozoya, Alcantar and Gonzalez  
NOES: None  
ABSENT: Garcia  
ABSTAIN: None
D. Consideration to Review and Approve the Draft Minutes of January 15, 2019, for the
Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as
Successor Agency and Housing Successor Agency to the Cudahy Development
Commission

Presented by the Deputy City Clerk

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

**Motion:** It was moved by Vice Mayor Alcantar, and seconded by Mayor Gonzalez to review and
approve the City Council / Successor Agency Draft Minutes for January 15, 2019. The motion
carried (4-0-1) by the following roll call vote.

**AYES:** Guerrero, Lozoya, Alcantar and Gonzalez

**NOES:** None

**ABSENT:** Garcia

**ABSTAIN:** None

11. PUBLIC HEARING

12. BUSINESS SESSION

A. Approval of Co-Sponsorship on behalf of The Young Men’s Christian Association (YMCA),
Pat Brown Institute (PBI), and The League of Women Voters (LWVC) for the usage of Clara
Park (Turner Hall) to host the Los Angeles Unified School District Board District (LAUSD) 5
Candidate Forum

Presented by the Assistant Recreation Program Coordinator

The City Council is requested to approve co-sponsorship on behalf of the YMCA Metropolitan
Los Angeles for the LAUSD District Board 5 Candidate Forum to take place on Wednesday,
February 6, 2019 from 5:00 p.m. to 8:00 p.m. to be held at Clara Park (Turner Hall) 4835 Clara
Street, Cudahy, CA 90201.

**Motion:** It was motioned by Vice Mayor Alcantar and seconded by Mayor Gonzalez to approve
co-sponsorship on behalf of the YMCA Metropolitan Los Angeles for the LAUSD District Board 5
Candidate Forum. The motion carried (4-0-1) by the following roll call vote.

**AYES:** Guerrero, Lozoya, Alcantar, and Gonzalez

**NOES:** None

**ABSENT:** Garcia

**ABSTAIN:** None

13. COUNCIL DISCUSSION – NONE

A. Council Member Guerrero

   i. Repeal and cancellation of marijuana-related Resolution No. 18-68
   ii. Consideration of Councilmember Motion to Have the City Council Issue Notice to
   the City Manager as Required by Contract to Initiate the Annual Performance
   Evaluation Process; and to Propose Possible Dates for the Commencement of
the Performance Evaluation Process, Inclusive of Pre-Evaluation Discussions in Preparation for the Performance Evaluation

B. Vice Mayor Alcantar
   i. Include Crossing Guards to Mid-Year Budget

C. Mayor Gonzalez
   i. Council Retreat Planning Session

14. CLOSED SESSION – NONE

15. ADJOURNMENT

The City Council / Agency meeting was adjourned at 8:06 p.m.

Jose Gonzalez
Mayor

ATTEST:

Richard Iglesias
Deputy City Clerk
STAFF REPORT

Date: March 19, 2019
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Richard Iglesias, Deputy City Clerk
Subject: Consideration to Review and Approve the Draft Minutes of January 30, 2017, for the Special Joint Meeting of the Cudahy City Council and Planning Commission

RECOMMENDATION

The City Council is requested to review and approve the Draft Minutes of the Special Joint Meeting of the Cudahy City Council and Planning Commission for January 30, 2017.

BACKGROUND / ANALYSIS

Historically

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

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

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work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience. The public does not realize how many loose ends of city administration this office pulls together.”

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

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

**CONCLUSION**

City Council is requested to approve the attached Draft Minutes of the Special Joint Meeting of the Cudahy City Council and Planning Commission from the proceedings of January 30, 2017.

**FINANCIAL IMPACT**

No Financial Impact.

**ATTACHMENT**

Draft Minutes January 30, 2017
1. CALL TO ORDER

Vice Mayor Hernandez called the meeting to order at 4:05 p.m.

2. ROLL CALL

CITY ATTORNEY INTERJECTED AND ANNOUNCED THAT DUE TO NO QUORUM FROM THE PLANNING COMMISSION, THE MEETING WILL BE CONSIDERED A SPECIAL CITY COUNCIL MEETING, AND THE DEPUTY CITY CLERK WILL CONDUCT ROLL CALL FOR CITY COUNCIL ONLY

CITY COUNCIL

PRESENT: Council Member Garcia
Council Member Markovich
Vice Mayor Hernandez

ABSENT: Mayor Sanchez
Council Member Guerrero

CITY ATTORNEY ANNOUNCED THAT GIVEN THAT THERE IS NO QUORUM, PLANNING COMMISSIONER DE SANTIAGO WILL BE CONSIDERED A MEMBER OF THE PUBLIC

PLANNING COMMISSION

PRESENT: Commissioner de Santiago

ABSENT: Commissioner Corvera-Hernandez
Commissioner Mendoza
Vice Chairperson Alcantar
Chairman Fuentes

ALSO PRESENT: City Manager Jose E. Pulido, City Attorney David Gondek, Assistant City Attorney Joaquin Vasquez, and Deputy City Clerk Richard Iglesias

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS

Joelle Kai, mentioned that she owns a local business in Cudahy which is part of the General Plan. She asked Council if the City plans on selling all properties to one developer or sell each property separately. She also asked when Council anticipates the sale of the properties.
Ashok Parikh, thanked Council for the opportunity to speak, and mentioned his experience as a contractor in service stations and gas stations. He spoke in regards to the limited public parking allowed for gas stations by the City, and recommended that the City consider allowing and adding more public parking for gas stations to the general plan. He went on to speak in regards to his client purchasing a gas station in Cudahy which came with a beer and wine license, but due to the City’s Ordinance, the license was not transferable. Lastly, he recommended that Council have the Ordinance changed to allow the transfer of beer and wine licenses.

David Argudo, mentioned he has seen the City’s land use plan and suggested expanding innovative industrial zones to Santa Ana and Salt Lake. He also suggested light industrial to be expanded on the corner of Wilcox and Santa Ana. He concluded by suggesting parking ratios be considered when designing the new general plan.

Tery Tung, suggested converting between Olive and Otis to medium density.

5. BUSINESS SESSION

City of Cudahy’s General Plan Update Presentation and Study Session

Team members representing both City Staff and MIG (General Plan consultants) will provide an overview describing the General Plan, its process, and some of the findings to date:

− Agenda Overview;
− Overview of Land Use Plan, Site Study Results, and Recommendations;
− Land Use Implementation Issues and Opportunities Discussion;
− Overview of Circulation and Conservation/ Open Space General Plan Elements; and
− Next Steps.

6. ADJOURNMENT

The City Council / Agency special meeting was adjourned at 6:00 p.m.

Jose R. Gonzalez
Mayor

ATTEST:

Richard Iglesias
Deputy City Clerk
STAFF REPORT

Date: March 19, 2019
To: Honorable Mayor and City Council Members
From: Jose E. Pulido, City Manager
By: Legal Counsel and City Attorney’s Office
Subject: Consideration to: (1) repeal and replace Resolution No. 18-68; (2) modify Resolution No. 18-68; or (3) allow Resolution No. 18-68 to remain in full force and effect will provide guidance to operators with local entitlements

RECOMMENDATION

The City Council is requested to consider whether to: (1) repeal and replace Resolution No. 18-68; (2) modify Resolution No. 18-68; or (3) allow Resolution No. 18-68 to remain in full force and effect will provide guidance to operators with local entitlements.

BACKGROUND

Procedural Background

1. On September 11, 2017, the City Council passed Ordinance No. 673 establishing regulations and a discretionary review process for medicinal cannabis-related activities. Since the passage of Ordinance No. 673, the City has processed 14 Development Agreements and 7 Commercial Cannabis Permits.

2. On December 18, 2018, the City Council passed Resolution No. 18-68 to clarify the applicability of developments in State cannabis regulations. Specifically, Resolution No. 18-68 acknowledges that State cannabis regulations permit medical cannabis licensees to transact with adult-use cannabis licensees, irrespective of license type.

3. On February 5, 2019, City staff received direction to prepare materials to repeal or modify Resolution No. 18-68. In response to the request, City staff has prepared a pair of resolutions to allow the City Council to consider, discuss, and determine whether to (1) repeal and replace Resolution No. 18-68, (2) modify Resolution No. 18-68, or (3) allow...
Resolution No. 18-68 to remain in full force and effect.

**Regulatory and Legal Background**

1. In 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (the “CUA”), which was codified under Health and Safety Code Section 11262.5 et seq. and was intended to enable persons in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician. The CUA provides that “nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.”

2. In 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.) (the “MMP”), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances.

3. On February 1, 2012, California Governor Brown dissolved the redevelopment areas in cities statewide thereby negating $3 million annually in funds to the Cudahy Community Development Commission (CDC).

4. On July 12, 2014, the City Council held a Special Meeting to prepare a draft strategic plan which among other things identified the need to establish an economic development plan, develop consistent revenue generators, implement a business retention program, and above all use these various tools to adopt a balanced budget.

5. On August 10, 2015, the City Council approved the addition of an Economic Development Ordinance No. 652 with the goal of providing the City with an economic development venue to implement its General and Strategic Plan.

6. In September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the “MMRSA”). The MMRSA created a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis.

7. On October 26, 2015, the City Council approved Ordinance No. 653 to amend the municipal code to provide investment and development opportunities in our dilapidated and underutilized industrial zones through a Development Agreement (DA).
8. On August 22, 2016, the City Council adopted Interim Urgency Ordinance No. 656U to establish a temporary moratorium on medical “commercial cannabis activities,” as defined under the MMRSA, for a period of 45 days and extended such moratorium for an additional period of 22 months and 15 days under Interim Urgency Ordinance No. 661, on September 26, 2016.

The MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the “MCRSA”) under Senate Bill 837 in June 2016, which also included substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees.

9. On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) was approved California voters as Proposition 64 and became effective on November 9, 2016. Among other things, AUMA created a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical cannabis, and the manufacturing of nonmedical cannabis products.

10. On January 9, 2017, Interim Urgency Ordinance No. 666 was adopted by the City Council to establish a temporary moratorium on nonmedical “commercial cannabis activities” for a period of 45 days and extended such moratorium for an additional period of 22 months and 15 days under Interim Urgency Ordinance No. 667, on February 27, 2017.

11. On June 27, 2017, Governor Brown signed the Legislature-approved Senate Bill 94. SB 94 combined elements of the MCRSA and AUMA to establish a streamlined singular regulatory and licensing structure for both medical and nonmedical cannabis activities given that there were discrepancies between the MCRSA and AUMA. The new consolidated provisions under SB 94 are now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”) to be governed by the California Bureau of Cannabis Control. MAUCRSA refers to medical cannabis as “medicinal cannabis” and nonmedical/recreational cannabis as “adult-use cannabis.”

12. On June 27, 2017, as part of an Economic Development Ad Hoc Committee presentation on City Council opportunities, commercial cannabis regulations and strategies were discussed by the City Council. Based upon such discussion and direction from the City Council, the City sought to establish an overlay zone in the City in which certain medicinal-only commercial cannabis activities could be conducted in accordance with MAUCRSA and the City’s police power under Section 7 of Article XI of the California Constitution.

13. On July 31, 2017, the Cudahy Planning Commission adopted Planning Commission Resolution No. 17-03, which: (1) found that the proposed Ordinance No. 673 is consistent with the General Plan and compliant with CEQA; and (2) recommended City Council approval of the proposed Ordinance No. 673.

14. On August 24, 2017, the City Council approved Ordinance No. 673 for First Reading.
15. On September 11, 2017, the City Council held a Second Reading of Ordinance No. 673.

Ordinance No. 673 contains the following relevant definitions:

(e) “Cannabis Product” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, or other cannabis derivative, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

(j) “Commercial Cannabis Activity(ies)” means the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of Cannabis and/or Cannabis Products.

(aa) “Medicinal Permittee” means a Person who is issued a Cannabis Permit to engage in Commercial Cannabis Activity with respect to medicinal Cannabis in accordance with applicable City law and State Law, including MAUCRSA.

(pp) “State Law” means all laws of the State of California, including, but not limited to, all rules and regulations adopted by State agencies and State regulatory entities, including subsequent amendments to such laws, rules, and regulations.

(qq) “State Medicinal License” means a State license for medicinal Commercial Cannabis Activities issued pursuant to State Law.

16. On September 25, 2017, the City entered into Professional Services Agreements (PSA) with Vincent Sarmiento and Glenn Ward Calsada for cannabis legal counsel; MGO for technical consultation, economic projection and application screening and review; and emja Planning + Development, for policy development, permit processing, project management and on-going compliance enforcement services in connection with the City’s Cannabis Program.

17. On December 15, 2017, the City received 41 applications for commercial cannabis license types were received by the City, including those for cultivation, manufacturing, retail delivery, distribution and testing.

18. On March 20, 2018, the City Council approved a General Plan Update (General Plan 2040) which established new Zoning Districts; however, the Zoning Code Amendment which will formally establish the districts and uses therein, had not been considered by the Council to date. Upon approval and adoption of the new districts, the existing Commercial Manufacturing (CM) zone will become a Light Industrial (LI) Subdistrict, which is consistent with the General Plan Land Use Designation.

19. On July 17, 2018, the City Council adopted the Zoning Code Amendment which formally established the new zoning districts and uses therein. As a result, the existing Commercial
Manufacturing (CM) zone became a Light Industrial (LI) Subdistrict, which is consistent with the General Plan Land Use Designation.

To date, the City has processed 14 Development Agreements and 7 Commercial Cannabis Permits applications submitted by applicants, in accordance with City Ordinance No. 673. Several of the approved Development Agreement contains provisions reading, in relevant part:

"Such Medicinal Cannabis facilities shall operate in accordance with all applicable provisions of Business and Professions Code §§26000-26231.2; California Health and Safety Code §§ 11357-11362.9 and 11362.7-11362.85; Revenue and Taxation Code §§ 34010-34021.5; Vehicle Code §§ 2429.7 and 23222; Water Code §§ 1831, 1847, and 13276; and the City of Cudahy Municipal Code as it applies to such facilities (collectively the “California Cannabis Laws”)."

"The Project will include planting, growing, cultivating, harvesting, processing, drying, trimming, extracting, manufacturing, distribution and delivery of products of medicinal cannabis of the same only to other legally permitted persons and entities under the California Cannabis Laws (“licensed persons”), who operate retail dispensary outlets or other licensed facilities under the California Cannabis Laws, but would not include the dispensing or sale of Cannabis Products at the Project Site without further authorization by the City."

At this time, the Bureau of Cannabis Control’s regulations now provide that State licensees may conduct business with other licensees irrespective of the M-designation or A-designation on their State licenses. (16 CCR § 5032.)

20. On November 21, 2018, the City received two written requests from operators requesting clarification on the City’s Commercial Cannabis provisions regarding adult-use as it relates to production, in light of the recent changes in regulation at the state level.

21. On December 18, 2018, the City Council adopted Resolution No. 18-68 to clarify.

**ANALYSIS**

The proposed resolution provides clarity on the City Council’s intention and understanding of Ordinance No. 673 on this matter and instructs the City Manager as how to respond to the written requests and to any others that may be forthcoming.

Section 2 of the proposed resolution explains that proper implementation of Ordinance No. 673 permits operators to transact business under their state issued licenses to the extent
authorized under state law.

Section 3 of the proposed resolution finds, determines and resolves that nothing in Ordinance No. 673 or in the adopted Development Agreements restricts Cudahy operators to transacting businesses only with "M" licensees. Operators are authorized to transact business with other licensed persons irrespective of the "A" designation on their license. This authorization does not include the dispensing or sale of Cannabis Products at the Project Site without further authorization from the City.

Section 4 of the proposed resolution directs the City Manager to respond to further inquiries on this matter accordingly.

As stated in the Background, Resolution No. 18-68 was drafted and passed in response to a number of approved cannabis operators requesting that the City provide clarification that Ordinance No. 673 and their adopted Development Agreements do not prohibit them from conducting business with other licensees (including Adult use licensees) irrespective of the “A-designation” on their State licenses.

At the City Council’s direction, City staff has drafted a pair of proposed resolutions. Each is discussed in turn below.

- Proposed Resolution to Repeal and Replace Resolution No. 18-68
  - This resolution would clarify that cannabis operators with local entitlements are restricted to the original terms of Ordinance No. 673 and their respective approved Development Agreements prohibiting adult-use activities at the Project Site.
  - This resolution would further clarify that adult-use cannabis activities would require further authorization from the City.

- Proposed Resolution to Modify Resolution No. 18-68
  - This resolution would require that prior to authorizing operators with local entitlements to transact with adult-use cannabis businesses, the City Council must review the operators’ proposed business model and proposed transactions with adult-use cannabis businesses, and make a case-by-case determination.

**CONCLUSION**

The City Council’s consideration, discussion, and determination of whether to (1) repeal and replace Resolution No. 18-68, (2) modify Resolution No. 18-68, or (3) allow Resolution No. 18-68 to remain in full force and effect will provide guidance to operators with local
entitlements.

**FINANCIAL IMPACT**

No fiscal impact anticipated.

**ATTACHMENTS**

A. Proposed Resolution No. 19-05  
B. Proposed Resolution No. 19-06  
C. Resolution No. 18-68
RESOLUTION NO. 19-05

A RESOLUTION REPEALING AND REPLACING RESOLUTION 18-68 ENTITLED: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, PROVIDING CLARIFICATION TO ORDINANCE NO. 673”

WHEREAS, the City of Cudahy (“City”) is a general law city, incorporated under the laws of the State of California, and has the power to make and enforce within its jurisdictional limits all local, police, sanitary and other ordinances and regulations not in conflict with the general laws of the state;

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code (the Development Agreement Statute”); and

WHEREAS, the Development Agreement Statute authorizes the City to enter into a property development agreement with any person having legal or equitable interest in real property for the development of such property in order to establish certain development rights; and

WHEREAS, in accordance with California law, the City of Cudahy has adopted Municipal Code Chapter 20.28 (Development Agreements) [Renumbered as Part 9 of the Zoning Code §20.84.530-20.84.640 adopted by the City Council on 7/17/18] establishing the procedures and requirements for the consideration of development agreement with the City; and

WHEREAS, on September 11, 2017, the City Council for the City of Cudahy passed Ordinance No. 673 establishing regulations and a discretionary review process for the allowance of medicinal-only commercial cannabis activities (cultivation, distribution, manufacturing, deliveries, micro-business and laboratory testing) in a specified Overlay Zone through a Commercial Cannabis Facility Permit and development agreement; and

WHEREAS, the City has since approved a number of Development Agreements with various operators authorizing Commercial Cannabis Activities at approved Sites in a specified Overlay Zone; and

WHEREAS, at the time of approval of the adopted Development Agreements, the California Bureau of Cannabis Control Emergency Regulations [Division 42 of Title 16] provided, in relevant part:

§ 5032. Designated M and A Commercial Cannabis Activity
(a) All commercial cannabis activity shall be conducted between licensees. Retail licensees may conduct commercial cannabis activity with customers in accordance with chapter 3 of this division.
(b) Licensees may conduct business with other licensees irrespective of the M-designation or A-designation on their licenses.
(c) Distributors shall only transport and sell cannabis goods designated as “For Medical Use Only,” pursuant to the requirements prescribed by the State
Department of Public Health in regulation, to M-designated retailers;
(d) Products designated as “For Medical Use Only,” pursuant to requirements prescribed by the State Department of Public Health in regulation, shall only be sold to medicinal customers by M-designated retailers.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26001, 26013 and 26053, Business and Professions Code; and

WHEREAS, the Bureau of Cannabis Control has proposed permanent regulations which reads, in relevant part:

§ 5032. Designated M and A Commercial Cannabis Activity
(a) All commercial cannabis activity shall be conducted between licensees. Retail licensees Licensed retailers and licensed microbusinesses authorized to engage in retail sales may conduct commercial cannabis activity with customers in accordance with Chapter 3 of this division.
(b) Licensees shall not conduct commercial cannabis activities on behalf of, at the request of, or pursuant to a contract with any person that is not licensed under the Act. Such prohibited commercial cannabis activities include, but are not limited to, the following:
(1) Procuring or purchasing cannabis goods from a licensed cultivator or licensed manufacturer.
(2) Manufacturing cannabis goods according to the specifications of a non-licensee.
(3) Packaging and labeling cannabis goods under a non-licensee’s brand or according to the specifications of a non-licensee.
(4) Distributing cannabis goods for a non-licensee.
(c)(b) Licensees may conduct business with other licensees irrespective of the M-designation or A-designation on their licenses.
(d)(e) Licensed distributors or licensed microbusinesses authorized to engage in distribution shall only transport and sell cannabis goods designated as “For Medical Use Only,” pursuant to the requirements prescribed by the State Department of Public Health in regulation, to M-designated retailers or M-designated microbusinesses authorized to engage in retail sales.
(e)(d) Products designated as “For Medical Use Only,” pursuant to requirements prescribed by the State Department of Public Health in regulation, shall only be sold to medicinal customers by M-designated retailers or M-designated microbusinesses authorized to engage in retail sales.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26001, 26013, and 26053, Business and Professions Code; and

WHEREAS, the Bureau now allows a licensee to conduct business with other licensees irrespective of the M-designation or A-designation on their respective licenses; and
WHEREAS, in November 2018, the City received written requests from two City-approved operators asking the City to clarify and confirm their understanding that neither Ordinance No. 673 nor their approved Development Agreements would prohibit transacting business with operators in other jurisdiction having adult-use or “A” designations on their state issued cannabis licensees; and

WHEREAS, on December 18, 2018, the City Council adopted Resolution No. 18-68 making the following findings and conclusions:

“The City Council finds, determines and resolves that nothing in Ordinance No. 673 or in the Development Agreements restricts Cudahy operators to transacting business with "M" licensees only. By its terms, Cudahy operators are authorized under Ordinance No. 673 and their respective Development Agreement to transact business with other legally permitted persons or entities under the California Cannabis Laws ("licensed persons") irrespective of their "A-designation" on their license. This was the law in effect at the time of adoption of the Development Agreements. However, this authorization does not include the dispensing or sale of Cannabis Products at the Project Site without further authorization by the City.”

Based on the above interpretation, the City Manager is directed to respond to further inquires on this matter accordingly. For the sake of clarity, Cudahy operators shall not be deemed in default of their respective Development Agreements simply for transacting business in accordance with State law with other authorized licensees irrespective of the "A-designation" on their license.”

WHEREAS, Ordinance No. 673 contains the following provisions prohibiting adult-use commercial cannabis activities:

“20.120.020 Prohibitions. 
Adult-use commercial cannabis activities and medicinal commercial cannabis activities, as both are described in state law, including, but not limited to MAUCRSA, are hereby prohibited unless otherwise allowed in this Chapter.

20.120.030 Overlay zone. 
Medicinal commercial cannabis activities, except retail dispensaries that are open to the public for point-of-sale purchases, shall be allowed within the Overlay Zone pursuant to a development agreement adopted in accordance with the Development Agreement Law (Gov. Code, § 65864 et seq.) and Cudahy Municipal Code Chapter 20.28 (Development Agreements). No such activities shall be permitted without a development agreement within or outside of the boundaries of the Overlay Zone. The City may approve or deny such a development agreement in its sole and absolute discretion.

WHEREAS, on February 5, 2019, the City Council has directed the City Attorney to prepare a resolution repealing and replacing Resolution No. 18-68 to make
clear that, notwithstanding changes in state rules and regulations, City-approved operators are restricted to the original terms of Ordinance No. 673 and their approved Development Agreements prohibiting adult-use activities at the Project Site.

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

SECTION 1. RECITALS
That the above Recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. PROPER INTERPRETATION OF THE ORIGINAL TERMS OF ORDINANCE NO. 673 AND THE APPROVED DEVELOPMENT AGREEMENTS PROHIBIT ADULT-USE CANNABIS ACTIVITY AT THE PROJECT SITE WITHOUT FURTHER AUTHORIZATION FROM THE CITY.

Proposition 64’s purpose and intent provisions expressly recognize the value of local control in regulating commercial cannabis activity. It provides that “[i]t is the intent of the People in enacting this Act to … [a]llow local governments to ban nonmedical marijuana businesses …” See, Initiative Measure (Prop. 64), §3(d), approved Nov. 8, 2016, eff. Nov. 9, 2016. Under existing law, as articulated in Proposition 64 and, now, MAUCRSA, local governments can adopt and enforce local ordinances to ban or regulate commercial cannabis activity.

Ordinance No. 673 contains the following specific provisions on adult-use commercial cannabis activities:

“20.120.020 Prohibitions.
Adult-use commercial cannabis activities and medicinal commercial cannabis activities, as both are described in state law, including, but not limited to MAUCRSA, are hereby prohibited unless otherwise allowed in this Chapter.

20.120.030 Overlay zone.
Medicinal commercial cannabis activities, except retail dispensaries that are open to the public for point-of-sale purchases, shall be allowed within the Overlay Zone pursuant to a development agreement adopted in accordance with the Development Agreement Law (Gov. Code, § 65864 et seq.) and Cudahy Municipal Code Chapter 20.28 (Development Agreements). No such activities shall be permitted without a development agreement within or outside of the boundaries of the Overlay Zone. The City may approve or deny such a development agreement in its sole and absolute discretion.

The approved Development Agreement generally provide:
"Such Medicinal Cannabis facilities shall operate in accordance with all applicable provisions of Business and Professions Code §§26000-26231.2; California Health and Safety Code Safety Code §§ 11357-11362.9 and 11362.7-11362.85; Revenue and Taxation Code §§ 34010-34021.5; Vehicle Code §§ 2429.7 and 23222; Water Code §§ 1831, 1847, and 13276; and the City of Cudahy Municipal Code as it applies to such facilities (collectively the “California Cannabis Laws”)."

The Project will include planting, growing, cultivating, harvesting, processing, drying, trimming, extracting, manufacturing, distribution and delivery of products of medicinal cannabis of the same only to other legally permitted persons and entities under the California Cannabis Laws (“licensed persons”), who operate retail dispensary outlets or other licensed facilities under the California Cannabis Laws, but would not include the dispensing or sale of Cannabis Products at the Project Site without further authorization by the City.

Ordinance No. 673 contains the following definitions:

(e) “Cannabis Product” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, or other cannabis derivative, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

(j) “Commercial Cannabis Activity(ies)” means the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of Cannabis and/or Cannabis Products.

(aa) “Medicinal Permittee” means a Person who is issued a Cannabis Permit to engage in Commercial Cannabis Activity with respect to medicinal Cannabis in accordance with applicable City law and State Law, including MAUCRSA.

(pp) “State Law” means all laws of the State of California, including, but not limited to, all rules and regulations adopted by State agencies and State regulatory entities, including subsequent amendments to such laws, rules, and regulations.

(qq) “State Medicinal License” means a State license for medicinal Commercial Cannabis Activities issued pursuant to State Law.

In light of the above, this City Council finds, determines and resolves that the original terms of Ordinance No. 673 and the approved Development Agreements prohibit adult-use Cannabis activity at the Project Site without further authorization of the City.

To avoid any conflicting interpretation or instruction on the same matter, Resolution No. 18-68 is hereby repealed in its entirety and replaced by this resolution.
SECTION 3. THE CITY MANAGER IS DIRECTED TO RESPOND TO INQUIRIES ON THIS ACCORDINGLY

Based on the above interpretation, the City Manager is directed to respond to further inquiries on this matter accordingly.

SECTION 4. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court ofcompetent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 5th day of March 2019.

______________________________

Jose Gonzalez
Mayor

ATTEST:

______________________________

Richard Iglesias
Assistant City Clerk
CERTIFICATION

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

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 19-05 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 5th day of March, 2019, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

______________________________
Richard Iglesias
Assistant City Clerk
RESOLUTION NO. 19-06

A RESOLUTION MODIFYING RESOLUTION 18-68 ENTITLED: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, PROVIDING CLARIFICATION TO ORDINANCE NO. 673”

WHEREAS, the City of Cudahy (“City”) is a general law city, incorporated under the laws of the State of California, and has the power to make and enforce within its jurisdictional limits all local, police, sanitary and other ordinances and regulations not in conflict with the general laws of the state;

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code (the Development Agreement Statute”); and

WHEREAS, the Development Agreement Statute authorizes the City to enter into a property development agreement with any person having legal or equitable interest in real property for the development of such property in order to establish certain development rights; and

WHEREAS, in accordance with California law, the City of Cudahy has adopted Municipal Code Chapter 20.28 (Development Agreements) [Renumbered as Part 9 of the Zoning Code §20.84.530-20.84.640 adopted by the City Council on 7/17/18] establishing the procedures and requirements for the consideration of development agreement with the City; and

WHEREAS, on September 11, 2017, the City Council for the City of Cudahy passed Ordinance No. 673 establishing regulations and a discretionary review process for the allowance of medicinal-only commercial cannabis activities (cultivation, distribution, manufacturing, deliveries, micro-business and laboratory testing) in a specified Overlay Zone through a Commercial Cannabis Facility Permit and development agreement; and

WHEREAS, the City has since approved a number of Development Agreements with various operators authorizing Commercial Cannabis Activities at approved Sites in a specified Overlay Zone; and

WHEREAS, at the time of approval of the adopted Development Agreements, the California Bureau of Cannabis Control Emergency Regulations [Division 42 of Title 16] provided, in relevant part:

§ 5032. Designated M and A Commercial Cannabis Activity
(a) All commercial cannabis activity shall be conducted between licensees. Retail licensees may conduct commercial cannabis activity with customers in accordance with chapter 3 of this division.
(b) Licensees may conduct business with other licensees irrespective of the M-designation or A-designation on their licenses.
(c) Distributors shall only transport and sell cannabis goods designated as “For Medical Use Only,” pursuant to the requirements prescribed by the State
Department of Public Health in regulation, to M-designated retailers;
(d) Products designated as “For Medical Use Only,” pursuant to requirements prescribed by the State Department of Public Health in regulation, shall only be sold to medicinal customers by M-designated retailers.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26001, 26013 and 26053, Business and Professions Code; and

WHEREAS, the Bureau of Cannabis Control has proposed permanent regulations which reads, in relevant part:

§ 5032. Designated M and A Commercial Cannabis Activity
(a) All commercial cannabis activity shall be conducted between licensees. Retail licensees Licensed retailers and licensed microbusinesses authorized to engage in retail sales may conduct commercial cannabis activity with customers in accordance with Chapter 3 of this division.
(b) Licensees shall not conduct commercial cannabis activities on behalf of, at the request of, or pursuant to a contract with any person that is not licensed under the Act. Such prohibited commercial cannabis activities include, but are not limited to, the following:
(1) Procuring or purchasing cannabis goods from a licensed cultivator or licensed manufacturer.
(2) Manufacturing cannabis goods according to the specifications of a non-licensee.
(3) Packaging and labeling cannabis goods under a non-licensee’s brand or according to the specifications of a non-licensee.
(4) Distributing cannabis goods for a non-licensee.
(c) Licensees may conduct business with other licensees irrespective of the M-designation or A-designation on their licenses.
(d) Licensed distributors or licensed microbusinesses authorized to engage in distribution shall only transport and sell cannabis goods designated as “For Medical Use Only,” pursuant to the requirements prescribed by the State Department of Public Health in regulation, to M-designated retailers or M-designated microbusinesses authorized to engage in retail sales.
(e) Products designated as “For Medical Use Only,” pursuant to requirements prescribed by the State Department of Public Health in regulation, shall only be sold to medicinal customers by M-designated retailers or M-designated microbusinesses authorized to engage in retail sales.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26001, 26013, and 26053, Business and Professions Code; and

WHEREAS, the Bureau now allows a licensee to conduct business with other licensees irrespective of the M-designation or A-designation on their respective licenses; and
WHEREAS, in November 2018, the City received written requests from two City-approved operators asking the City to clarify and confirm their understanding that neither Ordinance No. 673 nor their approved Development Agreements would prohibit transacting business with operators in other jurisdiction having adult-use or “A” designations on their state issued cannabis licensees; and

WHEREAS, on December 18, 2018, the City Council adopted Resolution No. 18-68 making the following findings and conclusions:

“The City Council finds, determines and resolves that nothing in Ordinance No. 673 or in the Development Agreements restricts Cudahy operators to transacting business with "M" licensees only. By its terms, Cudahy operators are authorized under Ordinance No. 673 and their respective Development Agreement to transact business with other legally permitted persons or entities under the California Cannabis Laws ("licensed persons") irrespective of their "A-designation" on their license. This was the law in effect at the time of adoption of the Development Agreements. However, this authorization does not include the dispensing or sale of Cannabis Products at the Project Site without further authorization by the City.”

“Based on the above interpretation, the City Manager is directed to respond to further inquiries on this matter accordingly. For the sake of clarity, Cudahy operators shall not be deemed in default of their respective Development Agreements simply for transacting business in accordance with State law with other authorized licensees irrespective of the "A-designation" on their license.”

WHEREAS, Ordinance No. 673 contains the following provisions prohibiting adult-use commercial cannabis activities:

“20.120.020 Prohibitions.
Adult-use commercial cannabis activities and medicinal commercial cannabis activities, as both are described in state law, including, but not limited to MAUCRSA, are hereby prohibited unless otherwise allowed in this Chapter.

20.120.030 Overlay zone.
Medicinal commercial cannabis activities, except retail dispensaries that are open to the public for point-of-sale purchases, shall be allowed within the Overlay Zone pursuant to a development agreement adopted in accordance with the Development Agreement Law (Gov. Code, § 65864 et seq.) and Cudahy Municipal Code Chapter 20.28 (Development Agreements). No such activities shall be permitted without a development agreement within or outside of the boundaries of the Overlay Zone. The City may approve or deny such a development agreement in its sole and absolute discretion.

WHEREAS, on February 5, 2019, the City Council has directed the City Attorney to prepare a resolution repealing and replacing Resolution No. 18-68 to make
clear that, notwithstanding changes in state rules and regulations, City-approved operators are restricted to the original terms of Ordinance No. 673 and their approved Development Agreements prohibiting adult-use activities at the Project Site; and

WHEREAS, as an alternative to a full repeal and replacement of Resolution No. 18-68, this Council makes the following modifications to Resolution No. 18-68.

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

SECTION 1. RECITALS
That the above Recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. PROPER CONSIDERATION OF THE MATTERS RAISED BY THE INTERESTED OPERATORS SHOULD BE DETERMINED ON A CASE-BY-CASE BASIS.

This Council finds and determines that proper consideration of the matters raised by the interested operators requires a response on a case-by-case basis after full consideration of the operators’ proposed business model and proposed transactions with adult-use licensees. To the extent, Resolution No. 18-68 provides an “across-the-board” authorization for Cudahy operators to transact business with “A” licensees regardless of site location it is hereby repealed by this resolution.

SECTION 3. THE CITY MANAGER IS DIRECTED TO PRESENT ALL WRITTEN INQUIRIES ON THIS MATTER TO THE CITY COUNCIL FOR INDIVIDUALIZED RESPONSES.

The City Manager’s instruction given in Resolution No. 16-68 is hereby rescinded and modified as follows:

The City Manager is directed to present all written inquiries on this matter to the City Council for individualized responses. With respect to the two written inquiries received in November 2018, the City Manager is directed to request from the operators further information specifying their proposed business model and/or proposed business transactions intended with adult-use licensees and thereafter to return the matters back to Council for individualized responses. The Council reserves the right to approve, deny or conditionally approve the requests on any terms and conditions the Council deems fair and appropriate.

SECTION 4. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.
PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 5th day of March 2019.

Jose Gonzalez
Mayor

ATTEST:

Richard Iglesias
Assistant City Clerk
CERTIFICATION

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

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 19-06 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 5th day of March, 2019, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_______________________________
Richard Iglesias
Assistant City Clerk
RESOLUTION NO. 18-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, PROVIDING CLARIFICATION TO ORDINANCE NO. 673

WHEREAS, the City of Cudahy ("City") is a general law city, incorporated under the laws of the State of California, and has the power to make and enforce within its jurisdictional limits all local, police, sanitary and other ordinances and regulations not in conflict with the general laws of the state;

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code (the Development Agreement Statute’’); and

WHEREAS, the Development Agreement Statute authorizes the City to enter into a property development agreement with any person having legal or equitable interest in real property for the development of such property in order to establish certain development rights; and

WHEREAS, in accordance with California law, the City of Cudahy has adopted Municipal Code Chapter 20.28 (Development Agreements) [Renumbered as Part 9 of the Zoning Code §20.84.530-20.84.640 adopted by the City Council on 7/17/18] establishing the procedures and requirements for the consideration of development agreement with the City; and

WHEREAS, on September 11, 2017, the City Council for the City of Cudahy passed Ordinance No. 673 establishing regulations and a discretionary review process for the allowance of medicinal-only commercial cannabis activities (cultivation, distribution, manufacturing, deliveries, micro-business and laboratory testing) in a specified Overlay Zone through a Commercial Cannabis Facility Permit and development agreement; and

WHEREAS, Ordinance No. 673 contains the following relevant definitions:

(e) “Cannabis Product” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, or other cannabis derivative, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

(j) “Commercial Cannabis Activity(ies)” means the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of Cannabis and/or Cannabis Products.

(aa) “Medicinal Permittee” means a Person who is issued a Cannabis Permit to engage in Commercial Cannabis Activity with respect to medicinal Cannabis in accordance with applicable City law and State Law, including MAUCRSA.

(pp) “State Law” means all laws of the State of California, including, but not
limited to, all rules and regulations adopted by State agencies and State regulatory entities, including subsequent amendments to such laws, rules, and regulations.

qq) “State Medicinal License” means a State license for medicinal Commercial Cannabis Activities issued pursuant to State Law.

WHEREAS, the City has approved a number of Development Agreement with various operators authorizing Commercial Cannabis Activities at approved Sites in a specified Overlay Zone; and

WHEREAS, several of the approved Development Agreement contains provisions reading, in relevant part:

"Such Medicinal Cannabis facilities shall operate in accordance with all applicable provisions of Business and Professions Code §§26000-26231.2; California Health and Safety Code Safety Code §§ 11357-11362.9 and 11362.7-11362.85; Revenue and Taxation Code §§ 34010-34021.5; Vehicle Code §§ 2429.7 and 23222; Water Code §§ 1831, 1847, and 13276; and the City of Cudahy Municipal Code as it applies to such facilities (collectively the “California Cannabis Laws”)."

"The Project will include planting, growing, cultivating, harvesting, processing, drying, trimming, extracting, manufacturing, distribution and delivery of products of medicinal cannabis of the same only to other legally permitted persons and entities under the California Cannabis Laws (“licensed persons”), who operate retail dispensary outlets or other licensed facilities under the California Cannabis Laws, but would not include the dispensing or sale of Cannabis Products at the Project Site without further authorization by the City."

WHEREAS, at the time of approval of the adopted Development Agreements, the California Bureau of Cannabis Control Emergency Regulations [Division 42 of Title 16] provided, in relevant part:

§ 5032. Designated M and A Commercial Cannabis Activity

(a) All commercial cannabis activity shall be conducted between licensees. Retail licensees may conduct commercial cannabis activity with customers in accordance with chapter 3 of this division.
(b) Licensees may conduct business with other licensees irrespective of the M-designation or A-designation on their licenses.
(c) Distributors shall only transport and sell cannabis goods designated as “For Medical Use Only,” pursuant to the requirements prescribed by the State Department of Public Health in regulation, to M-designated retailers;
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(d) Products designated as “For Medical Use Only,” pursuant to requirements prescribed by the State Department of Public Health in regulation, shall only be sold to medicinal customers by M-designated retailers.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26001, 26013 and 26053, Business and Professions Code; and

WHEREAS, the Bureau of Cannabis Control has proposed permanent regulations which reads, in relevant part:

§ 5032. Designated M and A Commercial Cannabis Activity
(a) All commercial cannabis activity shall be conducted between licensees. Retail licensees Licensed retailers and licensed microbusinesses authorized to engage in retail sales may conduct commercial cannabis activity with customers in accordance with eChapter 3 of this division.
(b) Licensees shall not conduct commercial cannabis activities on behalf of, at the request of, or pursuant to a contract with any person that is not licensed under the Act. Such prohibited commercial cannabis activities include, but are not limited to, the following:
(1) Procuring or purchasing cannabis goods from a licensed cultivator or licensed manufacturer.
(2) Manufacturing cannabis goods according to the specifications of a non-licensee.
(3) Packaging and labeling cannabis goods under a non-licensee’s brand or according to the specifications of a non-licensee.
(4) Distributing cannabis goods for a non-licensee.
(c)(b) Licensees may conduct business with other licensees irrespective of the M-designation or A-designation on their licenses.
(d)(e) Licensed distributors or licensed microbusinesses authorized to engage in distribution shall only transport and sell cannabis goods designated as “For Medical Use Only,” pursuant to the requirements prescribed by the State Department of Public Health in regulation, to M-designated retailers or M-designated microbusinesses authorized to engage in retail sales.;
(e)(d) Products designated as “For Medical Use Only,” pursuant to requirements prescribed by the State Department of Public Health in regulation, shall only be sold to medicinal customers by M-designated retailers or M-designated microbusinesses authorized to engage in retail sales.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26001, 26013, and 26053, Business and Professions Code; and

WHEREAS, the Bureau now allows and will continue to allow a licensee to
conduct business with other licensees irrespective of the M-designation or A-designation on their respective licenses; and

WHEREAS, certain approved operators have requested that the City provide clarification that Ordinance No. 673 and their adopted Development Agreements do not prohibit them from conducting business with other licensees (including Adult use licensees) irrespective of the A-designation on their licenses.

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

SECTION 1. RECITALS

That the above Recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. PROPER IMPLEMENTATION OF ORDINANCE NO. 673 REQUIRES CLARIFICATION THAT OPERATORS MAY TRANSACT BUSINESS TO THE EXTENT AUTHORIZED BY STATE LAW

On June 27, 2017, the City's Economic Development Ad Hoc Committee presented revenue-generating opportunities for the City offering commercial cannabis strategies to the City Council.

In adopting Ordinance No. 673, this City Council determined "it is the purpose and intent of the City to regulate medicinal cannabis in a manner that is consistent with the Cole Memo and promotes, health, safety and general welfare of the residents and businesses within the City, while limiting any negative impacts."

This City Council also explained: "the City intends to be on the forefront of groundbreaking research, science, innovation and development of treatment for symptoms and cures in the field of medicinal cannabis, as scientific research, studies, and data have established that medicinal cannabis can help patients with a vast array of medical conditions."

In the event Cudahy operators were prevented from transacting businesses with Adult use licenses, Cudahy operators, as well as the City, would be placed at competitive disadvantage with other operators through-out the State. In that event, the City's goals and objectives of creating revenue-generating opportunities and economic benefits for its residents would be hampered. Accordingly, proper implementation of Ordinance No. 673 requires clarification that Cudahy operators may transact business with other licensees irrespective of the A-designation on their licenses in the manner authorized by State law.

SECTION 3. PROPER INTERPRETATION OF ORDINANCE NO. 673 AND THE ADOPTED DEVELOPMENT AGREEMENTS WOULD NOT BAR CUDAHY OPERATORS FROM TRANSACTING BUSINESS WITH OTHER LICENSEES IRRESPECTIVE OF THE A-DESIGNATION ON THEIR LICENSES
The Development Agreement generally provide:

"Such Medicinal Cannabis facilities shall operate in accordance with all applicable provisions of Business and Professions Code §§ 26000-26231.2; California Health and Safety Code Safety Code §§ 11357-11362.9 and 11362.7-11362.85; Revenue and Taxation Code §§ 34010-34021.5; Vehicle Code §§ 2429.7 and 23222; Water Code §§ 1831, 1847, and 13276; and the City of Cudahy Municipal Code as it applies to such facilities (collectively the "California Cannabis Laws")."

... 

"The Project will include planting, growing, cultivating, harvesting, processing, drying, trimming, extracting, manufacturing, distribution and delivery of products of medicinal cannabis of the same only to other legally permitted persons and entities under the California Cannabis Laws ("licensed persons"), who operate retail dispensary outlets or other licensed facilities under the California Cannabis Laws, but would not include the dispensing or sale of Cannabis Products at the Project Site without further authorization by the City."

Ordinance No. 673 states in relevant part:

(e) "Cannabis Product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, or other cannabis derivative, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

(j) "Commercial Cannabis Activity(ies)" means the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of Cannabis and/or Cannabis Products.

(aa) "Medicinal Permittee" means a Person who is issued a Cannabis Permit to engage in Commercial Cannabis Activity with respect to medicinal Cannabis in accordance with applicable City law and State Law, including MAUCRSA.

(pp) "State Law" means all laws of the State of California, including, but not limited to, all rules and regulations adopted by State agencies and State regulatory entities, including subsequent amendments to such laws, rules, and regulations.

qq) "State Medicinal License" means a State license for medicinal Commercial Cannabis Activities issued pursuant to State Law.

Under the Development Agreements and Ordinance No. 673, a Medicinal Permittee authorizes a Person who issued a Cannabis Permit to engage in Commercial Cannabis Activities with respect to medicinal Cannabis in accordance with applicable City law and State Law, including MAUCRSA.
"State law" includes all rules and regulations adopted by State agencies.

The Development Agreement further generally provide:

"The Project will include planting, growing, cultivating, harvesting, processing, drying, trimming, extracting, manufacturing, distribution and delivery of products of medicinal cannabis of the same only to other legally permitted persons and entities under the California Cannabis Laws ("licensed persons"), who operate retail dispansary outlets or other licensed facilities under the California Cannabis Laws, but would not include the dispensing or sale of Cannabis Products at the Project Site without further authorization by the City."

The City Council finds, determines and resolves that nothing in Ordinance No. 673 or in the Development Agreements restricts Cudahy operators to transacting business with "M" licensees only. By its terms, Cudahy operators are authorized under Ordinance No. 673 and their respective Development Agreement to transact business with other legally permitted persons or entities under the California Cannabis Laws ("licensed persons") irrespective of their "A-designation" on their license. This was the law in effect at the time of adoption of the Development Agreements. However, this authorization does not include the dispensing or sale of Cannabis Products at the Project Site without further authorization by the City.

SECTION 4. THE CITY MANAGER IS DIRECTED TO CLARIFY THIS MATTER ACCORDINGLY

Based on the above interpretation, the City Manager is directed to respond to further inquires on this matter accordingly. For the sake of clarity, Cudahy operators shall not be deemed in default of their respective Development Agreements simply for transacting business in accordance with State law with other authorized licensees irrespective of the "A-designation" on their license.

SECTION 5. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 18th day of December 2018.

Chris Garcia
Mayor
ATTEST:

Richard Iglesias
Deputy City Clerk

CERTIFICATION

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

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 18-68 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 18th day of December, 2018, and that said Resolution was adopted by the following vote, to-wit:

AYES:  Gonzalez, Hernandez, and Garcia

NOES:  Sanchez

ABSTAIN:  Markovich

ABSENT:  None

Richard Iglesias
Deputy City Clerk
STAFF REPORT

Date: March 19, 2019
To: Honorable Mayor and City Council
From: Jose E. Pulido, City Manager
Subject: Approval of a Master Services Contract with Willdan Engineering for On-Call Current Planning Services

RECOMMENDATION

It is requested that the City Council: (1) approve staff’s request to piggyback on the City of Elk Grove’s competitive bid process for on-call planning services; (2) award a Master Services Contract to Willdan Engineering for on-call current planning services utilizing the City of Elk Grove’s Request for Proposals and contract award on August 23, 2017; and (3) adopt a resolution authorizing the City Manager to execute a Master Services Contract with Willdan Engineering for on-call current planning services.

BACKGROUND

1. On or about May 5, 2017, the City of Elk Grove ("Elk Grove") released a Request for Proposals (RFP) for on-call planning services from qualified consultants to augment city planning services. In compliance with the Public Contracts Code, the RFP was properly advertised and the bid for on-call planning services closed on June 5, 2017.

2. On June 5, 2017, Elk Grove received three proposals for on-call planning services. Following a review and deliberation of the proposals by city representatives, Willdan Engineering ("Willdan") was one of the consultants selected based on its depth of experience, qualifications of key personnel, and competitive hourly rates.

4. Recently, City of Cudahy (“City”) staff identified the need for various on-call planning services (i.e., current planning, long-range planning, environmental and special project services) to augment core-level staff as warranted by increasing workload within the Planning Department. Pursuant to Chapter 3.15 of the Cudahy Municipal Code, which authorizes cooperative (piggyback) purchases of services and items by the City, staff has determined that it is most advantageous to piggyback on Elk Grove’s RFP for on-call planning services. Staff has reviewed other recently bid on-call planning services contracts and decided that the most competitive rates belonged to Elk Grove.

ANALYSIS

A. City of Cudahy Purchasing Policy - Cooperative (Piggyback) Purchases of Services

The City of Cudahy’s Purchasing Policy, set forth in Chapter 3.15 of Title 3 of the Cudahy Municipal Code (“CMC”) (see also Ordinance Nos. 649 and 672), authorizes “piggybacking” in its procurement process. This process enables a public agency to use an existing public contract to procure similar items or services under the same pricing and terms of the contract, allowing for savings in time, resources, and cost by leveraging another agency’s successful competitive bidding process with the benefits of volume or bulk pricing.

Pursuant to CMC Section 3.15.100, the City may piggyback onto an existing written contract obtained through a competitive bidding process prepared and awarded by another local, county, state, or federal government agency. This section further provides that the City’s Purchasing Officer, designated as the City Manager under CMC Section 3.16.030, may participate in a cooperative purchasing agreement when the City can obtain items or services at a purchase price lower than that which the City can obtain through its normal purchasing procedures. In those instances where it is determined that purchasing through the federal, state, county or local government agencies will result in savings to the City, the Purchasing Officer is authorized to make such purchases. (CMC, § 3.15.100(A).) The Purchasing Officer may also purchase items or services directly from a vendor at a price established by competitive bidding by another federal, state, county or local government agency even if the City has not joined with that public agency in a cooperative purchase agreement. (CMC, § 3.15.100(B).)

B. City of Elk Grove RFP for On-Call Planning Services

In May 2017, the City of Elk Grove issued a competitive solicitation for on-call planning services. In June 2017, Elk Grove received three proposals for on-call planning services.
Evaluation criteria for all proposals reviewed under the RFP was based on the following categories: 1) firm experience; 2) qualifications and experience of key personnel; 3) understanding of work to be performed; 4) pricing/cost of services; and 5) supportive information/references. After review and deliberation of the proposals by city representatives, Elk Grove approved a master services contract with Willdan on August 23, 2017.

Willdan was selected based on its depth of experience, qualifications of key personnel, and competitive hourly rates. Based on these findings, and in light of the City’s limited staff and resources, staff has determined that it would be more costly to go out to bid than to piggyback on Elk Grove’s competitive bid process for on-call planning services. Moreover, for these services, piggybacking on a contract of a larger city such as Elk Grove generally affords better pricing based on their aggregate contract volume and/or bulk pricing. Staff therefore recommends authorizing the City Manager to execute a Master Services Contract with Willdan, which would be under the same terms and conditions as the contractor agreement with Elk Grove.

CONCLUSION

For the foregoing reasons, it is recommended that the City Council (1) approve staff’s request to piggyback on the City of Elk Grove’s competitive bid process for on-call planning services; (2) award a Master Services Contract to Willdan Engineering for on-call current planning services utilizing the City of Elk Grove’s Request for Proposals and contract award on August 23, 2017; and (3) adopt a resolution authorizing the City Manager to execute a Master Services Contract with Willdan Engineering for on-call current planning services.

FINANCIAL IMPACT

Services provided under this on-call planning services contract will be appropriated within the Planning Department’s budget in any given fiscal year budget. No work will be performed in excess of budgeted authority.

ATTACHMENTS

A. Resolution Authorizing the City Manager to Execute a Master Services Contract with Willdan Engineering for On-Call Current Planning Services
B. Master Services Contract for On-Call Current Planning Services
C. City of Elk Grove RFP; Master Services Contract – City of Elk Grove and Willdan Engineering
RESOLUTION NO. 19-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER SERVICES CONTRACT WITH WILLDAN ENGINEERING FOR ON-CALL CURRENT PLANNING SERVICES

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

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

WHEREAS, pursuant to CMC Section 3.15.100, the City may "piggyback" onto, or join, an existing written contract obtained through a competitive bidding process prepared and awarded by another local, county, state, or federal government agency. This process enables a public agency to use an existing public contract to procure similar items or services under the same pricing and terms of the contract, allowing for savings in time, resources, and cost by leveraging another agency’s successful competitive bidding process with the benefits of volume or bulk pricing; and

WHEREAS, CMC Section 3.15.100 further provides that the City’s Purchasing Officer may participate in a cooperative purchasing agreement when the City can obtain items or services at a purchase price lower than that which the City can obtain through its normal purchasing procedures. In those instances where it is determined that purchasing through the federal, state, county or local government agencies will result in savings to the City, the Purchasing Officer is authorized to make such purchases; and

WHEREAS, on or about May 5, 2017, the City of Elk Grove ("Elk Grove") released a Request for Proposals (RFP) for on-call planning services from qualified consultants to augment city planning services. In compliance with the Public Contracts Code, the RFP was properly advertised and the bid for on-call planning services closed on June 5, 2017.; and

WHEREAS, on June 5, 2017, Elk Grove received three proposals for on-call planning services. Following a review and deliberation of the proposals by city representatives, Willdan Engineering ("Willdan") was one of the consultants selected based on its depth of experience, qualifications of key personnel, and competitive hourly rates; and

WHEREAS, on August 23, 2017, Elk Grove approved a Master Services Contract with Willdan for on-call current planning services; and
WHEREAS, City staff has identified the need for various on-call planning services to augment core-level staff as warranted by increasing workload within the City’s Planning Department; and

WHEREAS, pursuant to Chapter 3.15 of the Cudahy Municipal Code, which authorizes cooperative (piggyback) purchases of services and items by the City, staff has determined that it is most advantageous to piggyback on Elk Grove’s RFP for on-call planning services; and

WHEREAS, based on the depth of experience, qualifications of key personnel and competitive hourly rates of Willdan Engineering as determined by Elk Grove, and in light of the City’s limited staff and resources, staff has determined that it would be more costly to go out to bid than to piggyback on Elk Grove’s competitive bid process for on-call planning services; and

WHEREAS, authorizing execution of the subject contract is not considered approval of a project for purposes of the California Environmental Quality Act (CEQA) pursuant to Section 15378 (b) of CEQA Guidelines, and it is therefore exempt from CEQA review; and

WHEREAS, work under the proposed on-call contract will be authorized through Task Orders, approved by the City Manager, or his designee, which includes the scope of work, not-to-exceed cost for services, and a schedule for completion of the specified work.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cudahy hereby authorizes the City Manager to execute a master services contract with Willdan Engineering, in substantially the form presented, for on-call current planning services.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this _____ day of ______________, 2019.

Jose Gonzalez
Mayor

ATTEST: APPROVED AS TO FORM:

Richard Iglesias
Assistant City Clerk

City Attorney
I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 19-07 was passed and adopted by the City Council of the City of Cudahy at a regular meeting held on the _____ of __________, 2019 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

____________________________
Richard Iglesias
Assistant City Clerk
MASTER SERVICES CONTRACT

THIS CONTRACT is made on _________________, 20__, by and between the City of Cudahy, a municipal corporation (the “City”) and Willdan Engineering (the “Consultant”), collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, the Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein as Exhibit A, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, the City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

1. SCOPE OF SERVICES

A. Consultant shall do all work described herein, and as further set forth in individual task orders issued by the City to Consultant. The terms and conditions of this Contract shall control all Task Orders (“Task Orders”).

B. The Consultant agrees it has satisfied itself by its own investigation and research, regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall continue until all services provided for in this Contract have been performed, unless earlier terminated pursuant to Section 11 of this Contract.

3. SCHEDULE FOR PERFORMANCE

A. Performance shall be in accordance with the terms of this Contract and each individual Task Order as issued.

4. COMPENSATION

A. City shall pay Consultant on a time and expense basis as described in the Scope of Work and the not-to-exceed amount set forth in each individual Task Order in accordance with the rate schedule set forth on Exhibit C, which is attached hereto and incorporated herein by reference. In no event shall Consultant be entitled to compensation for work not included in each Task Order’s Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by City. Total compensation paid to Consultant shall
City of Cudahy
Willdan Engineering
Re: On-Call Planning Services

not exceed the dollar values listed in all task orders but in no event shall total compensation exceed Planning Department’s budget, without City’s prior written approval.

B. **Pay When Paid Provisions:** For private development projects, the Consultant shall not undertake, commence, or continue any work for that project unless the private developer has deposited with the City sufficient funds to cover the cost of City and Consultant’s work for that project. For the purposes of this provision, “private development project” is defined as all projects not initiated by the City. In the event the amount of the deposit is insufficient to cover all costs of work for the project, or no deposit balance exists, the Consultant shall immediately cease all work on the project until (1) an additional deposit by the private developer is made to the City in an amount sufficient to pay for the necessary work, or (2) Consultant is instructed in writing by the City of Cudahy’s City Manager to proceed with the work despite the insufficient deposit to cover such work. In the event Consultant does not comply with this provision, Consultant shall have exceeded its scope of work under this contract and breached this contract.

As damages for Consultant’s breach of this provision, the Parties agree that City shall deduct from Consultant’s payment under this Contract any amount City does not receive from the private developer for the work performed by Consultant on the project. City shall have no obligation to take legal action against the private developer to collect any unpaid fees owed by a private developer which were incurred as a result of Consultant’s breach. However, in the event City decides to take legal action to collect the unpaid fees, then Consultant shall pay all reasonable attorney’s fees and costs for that legal action, whether or not City is the prevailing party.

C. If Consultant’s performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by the City in writing.

D. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this contract, subject to Section 11, Termination.

5. **NOTICES**

A. Consultant shall transmit invoices and any notices required by this Contract, to City as follows:

   City of Cudahy
   Attn: Jose E. Pulido, City Manager
   5220 Santa Ana Street
   Cudahy, California 90201

B. City shall transmit payments on invoiced amounts and any notices required by this Contract to Consultant as follows:
6. PROFESSIONAL SERVICES

Consultant agrees that services shall be performed and completed in compliance with the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to the City, whether perceived or actual.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that Consultant (including Consultant’s employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant’s assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant’s assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF CONSULTANT

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST
Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C.

E. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

12. FUNDING

Consultant agrees and understands that renewal of this Agreement in subsequent years is contingent upon action by the City Council, consistent with the appropriation limits of Article
XIII B of the California Constitution, and that the City Council may determine not to fund this Agreement in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing work under this Agreement, Consultant shall receive a written “Notice to Proceed” from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

14. EXTENSIONS OF TIME

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by City, in writing, and at City’s sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

15. PROPERTY OF CITY

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract that is not Consultant’s privileged information, as defined by law, or Consultant’s personnel information, along with all other property belonging exclusively to City which is in Consultant’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by the City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City’s sole risk.
16. **COMPLIANCE WITH LAW**

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. As applicable, it shall be City’s responsibility to obtain all rights of-way and easements to enable Consultant to perform its services hereunder; Consultant shall assist City in providing the same.

17. **REPRESENTATIONS**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner that is consistent with the generally accepted standards of Consultant’s profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

18. **APPROVAL OF STAFF MEMBERS**

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant’s staff assigned to perform the services required under this Contract and shall obtain the approval from the City Manager of a list of all proposed staff members who are assigned to perform services under this Contract prior to any such performance.

19. **ASSIGNMENT AND SUBCONTRACTING**

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.
B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City, unless by court order. If City or Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City’s attorney’s fees and disbursements, including without limitation experts’ fees and disbursements.

21. LIABILITY OF CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant’s profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or other loss or damage arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless the City, its officers, officials, employees, volunteers, and agents pursuant to this Agreement. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless the City to the same extent as Consultant.
Consultant’s failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless the City as prescribed under this Section.

23. INSURANCE

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in Exhibit D, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>SINGLE LIMIT/OCCURRENCE</th>
<th>AGGREGATE</th>
<th>ENDORSEMENTS***</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability (1H)</td>
<td>$2,000,000</td>
<td>$4,000,000</td>
<td>Additional Insured Waiver of Subrogation Primary Non Contrib</td>
</tr>
<tr>
<td>Auto Liability (2C)</td>
<td>$1,000,000 Hired, &amp; Non-Owned</td>
<td></td>
<td>Additional Insured Waiver of Subrogation</td>
</tr>
<tr>
<td>Work Comp (3A) Employer’s Liability</td>
<td>Statutory, $1,000,000 each</td>
<td></td>
<td>Waiver of Subrogation</td>
</tr>
<tr>
<td>Professional Liability (4C)</td>
<td>$5,000,000 per claim</td>
<td>$5,000,000</td>
<td>(Retro Date)</td>
</tr>
</tbody>
</table>

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as Exhibit E.

24. EVIDENCE OF INSURANCE COMPLIANCE

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor (“Processor”) to accept and process Consultant’s proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

25. SECURITY ACCESS POLICY
City of Cudahy  
Willdan Engineering  
Re: On-Call Planning Services

Consultant, its employers, agents, and anyone working on their behalf, shall at all times strictly comply with City’s Security Access Policy, a copy of which is attached hereto and incorporated herein by reference as Exhibit F. Consultant’s failure to comply with this Security Access Policy shall constitute a material breach of this Contract.

26. EMPLOYMENT PRACTICES

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

27. UNAUTHORIZED ALIENS

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by the City in connection therewith.

28. LICENSES, PERMITS, AND OTHER APPROVALS

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

29. RECORDS AND INSPECTION

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. 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.

30. MISCELLANEOUS PROVISIONS
City of Cudahy

Willdan Engineering

Re: On-Call Planning Services

A. Attorneys’ Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys’ fees and all litigation expenses, including, but not limited to expert’s fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Los Angeles, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of the City and the Consultant that any such person or entity,
other than the City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of the Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

31. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

Signatures on following page
AGREED to this _____ day of ________, 20___, by the Parties as follows:

Approved as to form:

CONSULTANT

By:____________________     By:____________________
  Attorney for Consultant     [Insert]

Approved as to form:

CONSULTANT

By:____________________     By:____________________
  City Attorney     [Insert]

Attest to:

__________________________
Richard Iglesias, Assistant City Clerk               Date
EXHIBIT A

Scope of Work

[See Exhibit A to Master Services Contract for On-Call Planning Services Between City of Elk Grove and Willdan Engineering]
EXHIBIT B

Schedule of Performance

[See Exhibit B to Master Services Contract for On-Call Planning Services Between City of Elk Grove and Willdan Engineering]
EXHIBIT C

Compensation and Method of Payment

[See Exhibit C to Master Services Contract for On-Call Planning Services Between City of Elk Grove and Willdan Engineering]
EXHIBIT D

Insurance Requirements

[See Exhibit D to Master Services Contract for On-Call Planning Services Between City of Elk Grove and Willdan Engineering]
EXHIBIT E

Certificate of Compliance With Labor Code § 3700, Release and Indemnification

[See Exhibit E to Master Services Contract for On-Call Planning Services Between City of Elk Grove and Willdan Engineering]
EXHIBIT F

Security Access Policy

[See Exhibit F to Master Services Contract for On-Call Planning Services Between City of Elk Grove and Willdan Engineering]
AGENDA TITLE: Adopt a resolution authorizing the City Manager to execute master services contracts with Willdan Engineering and Stevenson, Porto & Pierce, Inc. for on-call current planning services (CEQA Exempt)

MEETING DATE: August 23, 2017

PREPARED BY: Darren Wilson, P.E., Development Services Director

DEPARTMENT HEAD: Jason Behrmann, Assistant City Manager

RECOMMENDED ACTION:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute master services contracts with Willdan Engineering and Stevenson, Porto & Pierce, Inc. for on-call current planning services.

BACKGROUND:

On March 22, 2017, Council approved five, core-level staff positions for the Planning Division of the Development Services Department. With the termination of the previous contract with Michael Baker International (MBI) in late May, Council authorized the City Manager to execute a contract (Contract) with MBI on May 10, 2017 to minimize interruption in planning services and projects and to help facilitate a smooth transition to core-level staff in the months to follow. The Contract is also intended to serve as a multi-year, on-call contract for various planning services (i.e. current planning, long-range planning, environmental and special project services) to augment core-level staff as warranted by increasing workload within the division.
Also in May, the City released a Request for Proposals (RFP) for current planning services to add more firms to the “on-call” list in addition to MBI. Having a list of multiple firms to select from in augmenting core-level staff, as needed, will provide services in a timely and competitive manner.

ANALYSIS:

On June 5, 2017, the City received three proposals for on-call current planning services. After the proposals were reviewed and deliberated by a four-person panel comprised of representatives from the Development Services Department and the offices of the City Manager and City Attorney, the panel selected two of the three firms: Willdan Engineering and Stevenson, Porto & Pierce, Inc. These firms were selected based on their depth of experience, qualifications of key personnel and competitive hourly rates.

ENVIRONMENTAL REVIEW:

Authorizing execution of the subject contracts is not considered approval of a project for purposes of the California Environmental Quality Act (CEQA) pursuant to Section 15378 (b) of CEQA Guidelines, and it is therefore exempt from CEQA review.

FISCAL IMPACT:

Future services provided under these on-call contracts will be paid for through development review fees, appropriated within the Planning Division’s budget in any given fiscal year budget. No work will be performed in excess of budgeted authority.

ATTACHMENTS:

1. Resolution
2. Contract – Willdan Engineering
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE MASTER SERVICES CONTRACTS
WITH WILLDAN ENGINEERING AND STEVENSON, PORTO & PIERCE, INC.
FOR ON-CALL CURRENT PLANNING SERVICES (CEQA EXEMPT)

WHEREAS, the Development Services Department released a Request for Proposals (RFP) in May 2017 soliciting consultants to perform on-call current planning services; and

WHEREAS, three proposals received by the City were reviewed and deliberated by a four-person panel comprised of representatives from the Development Services Department and the offices of the City Manager and City Attorney (Panel); and

WHEREAS, based on the depth of experience, qualifications of key personnel and competitive hourly rates, the Panel determined that Willdan Engineering and Stevenson, Porto & Pierce, Inc. were best qualified to perform these duties; and

WHEREAS, authorizing execution of the subject contracts is not considered approval of a project for purposes of the California Environmental Quality Act (CEQA) pursuant to Section 15378 (b) of CEQA Guidelines, and it is therefore exempt from CEQA review; and

WHEREAS, work under the proposed on-call contracts will be authorized through Task Orders, approved by the Development Services Director, or his designee, which include the scope of work, not-to-exceed cost for services, and a schedule for completion of the specified work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute master services contracts with Willdan Engineering and Stevenson, Porto & Pierce, Inc., in substantially the form presented, for on-call current planning services.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 23rd day of August 2017.

STEVE LY, MAYOR of the
CITY OF ELK GROVE

ATTEST: APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK JONATHAN P. HOBBS
CITY CLERK CITY ATTORNEY
CITY OF ELK GROVE

MASTER SERVICES CONTRACT FOR
WILLDAN ENGINEERING
On-Call Planning Services
MASTER SERVICES CONTRACT

THIS CONTRACT is made on _____________, 20__, by and between the City of Elk Grove, a municipal corporation (the "City") and Willdan Engineering (the "Consultant"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein as Exhibit A, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, the City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

1. SCOPE OF SERVICES

A. Consultant shall do all work described herein, and as further set forth in individual task orders issued by the City to Consultant. The terms and conditions of this Contract shall control all Task Orders ("Task Orders").

B. The Consultant agrees it has satisfied itself by its own, investigation and research, regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall continue until all services provided for in this Contract have been performed, unless earlier terminated pursuant to Section 11 of this Contract.

3. SCHEDULE FOR PERFORMANCE

A. Performance shall be in accordance with the terms of this Contract and each individual Task Order as issued.

4. COMPENSATION

A. City shall pay Consultant on a time and expense basis as described in the Scope of Work and the not-to-exceed amount set forth in each individual Task Order in accordance with the rate schedule set forth on Exhibit C, which is attached hereto and incorporated herein by reference. In no event shall Consultant be entitled to compensation for work not included in each Task Order’s Scope of Work, unless a written change order or authorization describing the extra work and payment terms has
been executed by City. Total compensation paid to Consultant shall not exceed the dollar values listed in all task orders but in no event shall total compensation exceed Planning Division budget, without City’s prior written approval.

B. **Pay When Paid Provisions:** For private development projects, the Consultant shall not undertake, commence, or continue any work for that project unless the private developer has deposited with the City sufficient funds to cover the cost of City and Consultant’s work for that project. For the purposes of this provision, “private development project” is defined as all projects not initiated by the City. In the event the amount of the deposit is insufficient to cover all costs of work for the project, or no deposit balance exists, the Consultant shall immediately cease all work on the project until (1) an additional deposit by the private developer is made to the City in an amount sufficient to pay for the necessary work, or (2) Consultant is instructed in writing by the City of Elk Grove’s Development Services Director to proceed with the work despite the insufficient deposit to cover such work. In the event Consultant does not comply with this provision, Consultant shall have exceeded its scope of work under this contract and breached this contract.

As damages for Consultant’s breach of this provision, the Parties agree that City shall deduct from Consultant’s payment under this Contract any amount City does not receive from the private developer for the work performed by Consultant on the project. City shall have no obligation to take legal action against the private developer to collect any unpaid fees owed by a private developer which were incurred as a result of Consultant’s breach. However, in the event City decides to take legal action to collect the unpaid fees, then Consultant shall pay all reasonable attorney’s fees and costs for that legal action, whether or not City is the prevailing party.

C. If Consultant’s performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by the City in writing.

D. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11, Termination.

5. **NOTICES**

A. Consultant shall transmit invoices and any notices required by this Contract, to City as follows:

City of Elk Grove  
Attn: Finance Department  
8401 Laguna Palms Way  
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts and any notices required by this Contract to Consultant as follows:
Willdan Engineering  
Attn: Daniel Chow  
9281 Office Park Circle, Suite 100  
Elk Grove, CA 95758

6. PROFESSIONAL SERVICES

Consultant agrees that services shall be performed and completed in compliance with the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to the City, whether perceived or actual.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF CONSULTANT

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.
9. CONFLICT OF INTEREST

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C.

E. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

12. FUNDING

Consultant agrees and understands that renewal of this Agreement in subsequent years is contingent upon action by the City Council, consistent with the appropriation limits of Article XIII B of
the California Constitution, and that the City Council may determine not to fund this Agreement in subsequent years.

13.  NOTICE TO PROCEED

Prior to commencing work under this Agreement, Consultant shall receive a written “Notice to Proceed” from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

14.  EXTENSIONS OF TIME

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by City, in writing, and at City’s sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

15.  PROPERTY OF CITY

A.  It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract that is not Consultant’s privileged information, as defined by law, or Consultant’s personnel information, along with all other property belonging exclusively to City which is in Consultant’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B.  Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by the City.

C.  Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City’s sole risk.

16.  COMPLIANCE WITH LAW

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of
the work authorized by this Contract. As applicable, it shall be City’s responsibility to obtain all rights-of-way and easements to enable Consultant to perform its services hereunder; Consultant shall assist City in providing the same.

17. REPRESENTATIONS

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner that is consistent with the generally accepted standards of Consultant’s profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant’s staff assigned to perform the services required under this Contract and shall obtain the approval from the Development Services Director of a list of all proposed staff members who are assigned to perform services under this Contract prior to any such performance.

19. ASSIGNMENT AND SUBCONTRACTING:

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.
B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City, unless by court order. If City or Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City’s attorney’s fees and disbursements, including without limitation experts’ fees and disbursements.

21. LIABILITY OF CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant’s profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or other loss or damage arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless the City, its officers, officials, employees, volunteers, and agents pursuant to this Agreement. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless the City to the same extent as Consultant. Consultant’s failure to
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23. **INSURANCE**

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>SINGLE LIMIT / OCCURRENCE</th>
<th>AGGREGATE</th>
<th>ENDORSEMENTS***</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability (1H)</td>
<td>$2,000,000</td>
<td>$4,000,000</td>
<td>Additional Insured Waiver of Subrogation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Primary Non Contrib</td>
</tr>
<tr>
<td>Auto Liability (2C)</td>
<td>$1,000,000</td>
<td></td>
<td>Additional Insured Waiver of Subrogation</td>
</tr>
<tr>
<td></td>
<td>Hired, &amp; Non-Owned</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Comp (3A) Employer’s Liability</td>
<td>Statutory</td>
<td></td>
<td>Waiver of Subrogation</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Liability (4C)</td>
<td>$5,000,000 per claim</td>
<td>$5,000,000</td>
<td>(Retro Date)</td>
</tr>
</tbody>
</table>

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E**.

24. **EVIDENCE OF INSURANCE COMPLIANCE**

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Consultant’s proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.
25. SECURITY ACCESS POLICY.

Consultant, its employers, agents, and anyone working on their behalf, shall at all times strictly comply with City’s Security Access Policy, a copy of which is attached hereto and incorporated herein by reference as Exhibit F. Consultant’s failure to comply with this Security Access Policy shall constitute a material breach of this Contract.

26. EMPLOYMENT PRACTICES

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

27. UNAUTHORIZED ALIENS

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by the City in connection therewith.

28. LICENSES, PERMITS, AND OTHER APPROVALS

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

29. RECORDS AND INSPECTION

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. 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.

30. MISCELLANEOUS PROVISIONS

A. Attorneys’ Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to
reasonable attorneys’ fees and all litigation expenses, including, but not limited to expert’s fees and disbursements.

B. **Venue:** This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. **Enforceability:** If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. **Time:** All times stated herein or in any other Contract Documents are of the essence.

E. **Binding:** This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. **Survivorship:** Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. **Construction and Interpretation:** Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. **Waiver:** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. **Severability:** The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. **No Third Party Beneficiary:** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of the City and the Consultant that any such person or entity, other than the City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.
K. **Non-Discrimination/Non-Preferential Treatment Statement:** In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. **Authority to Execute:** The person or persons executing this Contract on behalf of the Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. **Dispute Resolution:** Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

N. **Force Majeure:** Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

31. **ENTIRE AGREEMENT**

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

*Signatures on following page*
City of Elk Grove
Willdan Engineering
Re: On-Call Planning Services

AGREED to this _____ day of _________, 20___, by the Parties as follows:

Approved to as form:

By: ____________________________
    Attorney for Consultant

CONSULTANT

By: ____________________________
    Daniel Chow, President and CEO

Approved to as form:

By: ____________________________
    Jonathan P. Hobbs, City Attorney

CITY OF ELK GROVE

By: ____________________________
    Laura S. Gill, City Manager

Attest to:

______________________________
Jason Lindgren, City Clerk          Date
EXHIBIT A

Scope of Work

Services provided by Consultant shall be on an On-Call basis as requested by the City in writing over the term of the Contract period. Consultant shall perform a task in any one, or a combination of, services within the Consultant area of expertise as listed below and as requested by City in a written Task Order signed by the City Manager. The City has no obligation to request any services under this Contract.

Request for services shall be made by City on a project-by-project basis under a Task Order approved by the City specifying a detailed scope of work, schedule, budget and performance measurements. All Task Orders shall be prepared based on the approved schedule of fees of this Contract and in accordance with each Task Order. On an as-needed basis, Consultant shall provide the following on-call services:

A. When required, be present at City Hall and hold regular office hours as agreed upon by staff and Consultant;
B. Develops and maintains good working relationships with other City departments, other jurisdictions, and the public;
C. Analyze projects for compliance with the City’s General Plan, zoning ordinance, Subdivision Map Act, Design Guidelines, applicable specific plans, and other policies;
D. Review and process development applications, such as: PlanChecks, Zoning Clearances, Sign Permits, Use Permits, Variances, Design Review, Tentative Maps, and General Plan and Zoning Code amendments;
E. Meets with developers, engineers, property owners, contractors and other individuals to discuss, advise, explain processes and suggest improvements regarding potential projects, pre-applications, development applications, feasibility analysis, conceptual development plans and code interpretation;
F. Ability to write Planning Commission and City Council staff reports, resolutions, ordinances, conditions of approval, and give oral presentations;
G. Attend public hearings and community meetings as necessary;
H. Analyze projects for CEQA compliance and prepare findings and notices of exemption [Note: the preparation of CEQA documents (Negative Declarations, Mitigated Negative Declarations, and Environmental Impact Reports) shall be completed by one of the City’s on-call CEQA consultants under separate contract with the City];
I. Ability to review projects and provide comments within timelines specified by the Permit Streamlining Act and the City (shorter timelines may be required for certain projects);
J. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget;
K. Provide other planning-related services.

Consultant may work on-site at City Hall or may complete these tasks off-site. However, all meetings relevant to the processing of development applications, including meetings with applicants or the public, shall occur at City Hall.
Performance Expectations

Consultant must identify procedures and methodologies to meet the performance expectations identified below. Consultant is aware and agrees that these performance measures will be subject to modification during the term of the on-call contract.

All Planning projects will be tracked for expeditious processing, taking into account legal timelines and response time to the Department's requests from applicants, outside agencies, and other City departments. At a minimum, project milestone estimates and dates shall be tracked. In addition, the City will be tracking data regarding workload, processing times and associated costs of the Department's Planning operations. These performance metrics will be used to evaluate Consultant performance.

The following are relevant Performance Expectations that Consultant shall meet:

- Route 100% of applications with 72 business hours of receiving a complete application;
- Route 90% or more of resubmitted applications within 48 business hours of receiving;
- Process 90% or more of entitlement applications within one meeting between Planning Commission and City Council (for applications requiring City Council approval).
EXHIBIT B

Schedule of Performance

Performance shall be in accordance with each individual Task Order as issued.
EXHIBIT C

Compensation and Method of Payment

Consultant’s hourly rates for providing on-call planning services to the City of Elk Grove are provided below. Hourly rates for Consultant’s subconsultants are also provided.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position Classification</th>
<th>Responsibilities</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willdan</td>
<td></td>
<td>Technical Support – Current/Advance Planning and Historic Resources</td>
<td>$140</td>
</tr>
<tr>
<td>Juliet Arroyo</td>
<td>Senior Planner</td>
<td>Technical Support – Current Planning</td>
<td>140</td>
</tr>
<tr>
<td>Wendy Hartman</td>
<td>Senior Planner</td>
<td>Technical Support – Environmental</td>
<td>120</td>
</tr>
<tr>
<td>Nisha Chauhan, AICP</td>
<td>Associate Planner</td>
<td>Technical Support – Current Planning</td>
<td>120</td>
</tr>
<tr>
<td>Karen Mantele</td>
<td>Principal Planner</td>
<td>Technical Support – Current Planning</td>
<td>160</td>
</tr>
<tr>
<td>Tarandeep Kaur</td>
<td>Planning Technician</td>
<td>Technical Support – Current Planning/Counter Assistance</td>
<td>95</td>
</tr>
<tr>
<td>Jonn Hidalgo, RLA</td>
<td>Landscape Architect (principal)</td>
<td>Technical Support – Landscape Architectural</td>
<td>160</td>
</tr>
<tr>
<td>Bryan Nguyen, RLA</td>
<td>Landscape Architect (associate)</td>
<td>Technical Support – Landscape Architectural</td>
<td>129</td>
</tr>
<tr>
<td>Alvin Wong, RA</td>
<td>Architect</td>
<td>Technical Support – Architectural</td>
<td>180</td>
</tr>
<tr>
<td>TBD</td>
<td>Administrative Assistant II</td>
<td>Administrative Support</td>
<td>80</td>
</tr>
<tr>
<td>Hunting Environmental LLC</td>
<td></td>
<td>Technical Support – Biological and Cultural Resources</td>
<td>$180</td>
</tr>
<tr>
<td>Joyce Hunting</td>
<td>Principal Scientist</td>
<td>Technical Support – Biological and Cultural Resources</td>
<td>105</td>
</tr>
<tr>
<td>Dayna Winchell</td>
<td>Senior Scientist</td>
<td>Technical Support – Biological and Cultural Resources</td>
<td>135</td>
</tr>
<tr>
<td>Trish Fernandez, RPA (InContext)</td>
<td>Archaeologist/Historian</td>
<td>Technical Support – Paleontological, Tribal, and Archaeological Resources</td>
<td>135</td>
</tr>
<tr>
<td>Urban Sims</td>
<td>Principal Photo Simulator</td>
<td>Technical Support – Static/Animated Photo Simulation</td>
<td>$100</td>
</tr>
</tbody>
</table>

The above schedule is for straight time. Overtime will be charged at 1.5 times and Sundays and holidays at 2.0 times the standard rates but only if such overtime is approved by the City.

All overhead and indirect costs to support the scope of services in this proposal are reflected in the hourly rates. Administrative services for travel, training, billing/invoicing, equipment/supplies, rent/utilities, and similar indirect costs will not be billed.

A subconsultant management fee of 1.75 percent will be added to the direct cost of all subcontract services to provide for the cost of administration, consultation, and coordination.

Consultant may request the hourly rates to be annually adjusted on July 1 of each year. This request shall include staff member names and corresponding classification or job title and hourly billing rates with justification for such increase. Revised Consultant hourly billing rates shall only be used with the written approval of the City’s Development Services Director.

Under no circumstances will the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.
EXHIBIT D

Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the duration of the Contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:
   a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
   b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
   c. Claims-made coverage is not acceptable.
   d. The limits of liability shall not be less than:
      - Each occurrence: Two Million Dollars ($2,000,000)
      - Products & Completed Operations: Two Million Dollars ($2,000,000)
      - Personal & Advertising Injury: Two Million Dollars ($2,000,000)
   e. Consultant may use excess liability insurance limits providing coverage in excess of the underlying Commercial Liability coverage, on terms at least as broad as the underlying coverage and no gap in coverage in order to meet the required limits of the underlying policy.
   f. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the contract that is the subject of the contract.
   g. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the each occurrence limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to this contract.
   h. Coverage shall contain a provision or endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.

2. Automobile Liability:
   a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of hired, and non-owned automobiles.
b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8, and 9 (hired, and non-owned).

c. The limits of liability per accident shall not be less than:

<table>
<thead>
<tr>
<th>Combined Single Limit</th>
<th>One Million Dollars ($1,000,000)</th>
</tr>
</thead>
</table>


d. If general liability coverage, as required above, is provided by the Commercial General Liability form, the automobile liability policy shall include an endorsement providing automobile contractual liability.

3. Worker's Compensation

a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employers Liability coverage. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.

b. Employer's Liability Coverage shall not be less than the statutory requirements.

c. If an injury occurs to any employee of the Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.

d. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Consultant.

4. Errors and Omissions; Malpractice; Professional Liability. Errors and omissions, malpractice, or professional liability insurance with coverage of not less than $5,000,000 per claim. Upon termination of this agreement, the same insurance requirements in Section 4 of this Exhibit will apply for a five (5) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.

5. Other Insurance Provisions: The general liability and auto liability coverage shall contain the following provisions and endorsements:

a. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles
owned, leased, hired, or borrowed by the Consultant on a separate endorsement acceptable to the Risk Manager.

b. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.

c. Provision or endorsement stating that for any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant’s insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.

d. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect Consultant’s requirement to provide coverage to the City, its officers, officials, employees, agents or volunteers.

6. **Acceptability of Insurers:** Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

7. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.

8. The Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At any time at the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.

9. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the duration of the contract by giving 30 days written notice.

10. The Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.

11. If the Consultant fails to procure or maintain insurance as required by this section, and any
Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.

12. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the Contract.

13. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.

14. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the duration of the contract.

15. The requirement as to types, limits, and the City’s approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.
EXHIBIT E

Certificate of Compliance With Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)

2. Should Consultant fail to secure Workers’ Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify the City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney’s fees and costs resulting from any failure to take and/or maintain Workers’ Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant’s successors, heirs and assigns.

CONSULTANT

By: __________________________

Date: _________________________

Name: _________________________

Title: _________________________
EXHIBIT F

SECURITY ACCESS POLICY

Consultant and all their employees or subcontractors who shall undertake work to be performed under this Contract shall be required to complete a security and criminal history check. The Elk Grove Police Department ("EGPD") will conduct two "Live Scan" fingerprint checks, free of charge, on a Consultant that will access City Facilities. "Live Scan" is a system that completes a criminal history inquiry by checking local, state and national databases. The EGPD will be provided with a list of any arrests and convictions that have been made. From that date forward the EGPD will be notified of any subsequent arrests. Any individual with a felony arrest cannot be granted unescorted access to City Facilities; other arrest history shall be evaluated. Security privileges associated with the access to City Facilities is dependent upon which area(s) of the building Consultant requires access to relative to the type of work or service being completed. An access card will be issued and this card will allow unescorted access. In addition to the completing the Live Scan criminal history check, Consultant shall be required to agree to the following:

a) Consultant agrees to assign a primary employee(s) to complete job tasks at City Facilities whenever possible.
b) Consultant and their employees and/or subcontractors agree to wear the assigned visitor lanyard attached to access card whenever on the premise.
c) Consultant agrees that access card shall not be used as a form of identification or for any purpose other than access into City Facilities.
d) Employees may be Live Scanned at the expense of Consultant at the rate charged to the EGPD. The current rate is $54.00 but is subject to change.
e) Consultant agrees to monitor Access Key Card(s) issued to them and only allow those employees that have been Live Scanned to have access to the card.
f) Consultant agrees to notify the City within 24 hours of when an employee has severed employment. Consultant shall retrieve the key card from that employee’s possession and return it to the City within 48 hours.
g) Consultant shall follow the directions provided by City staff while on the premises.
h) Consultant agrees that employees shall be instructed to access only the areas necessary for the service provided, and to leave the premise immediately upon completion of duties.
i) Consultant agrees access cards are the property of the City of Elk Grove and must immediately surrendered upon request by a City of Elk Grove Employee.
j) Consultant agrees to reassign any employee that becomes involved in any criminal activity and retrieve the access card should the department be notified of criminal activity.
k) Access to City Facilities will occur 7:30 a.m. to 5:30 p.m. except for City holidays.

Consultant shall contact the EGPD Analyst within 10 days of receiving notification of Contract award to set an appointment for Live Scan testing. Test results are typically returned in 3-5 business days. Consultant and their employees shall be required to bring photo identification. A photograph for the access card will be taken. Consultant will be contacted when to pick up access cards.
City of Elk Grove
Willdan Engineering
Re: On-Call Planning Services

Until the process outlined has been completed, Consultant and their employees shall not be allowed to begin work at City Facilities and payment for service may be delayed until Consultant has fully complied with this procedure.
CITY OF ELK GROVE

MASTER SERVICES CONTRACT FOR
STEVENSON, PORTO & PIERCE, INC.

On- Call Planning Services
MASTER SERVICES CONTRACT

THIS CONTRACT is made on ____________, 20__, by and between the City of Elk Grove, a municipal corporation (the “City”) and Stevenson, Porto & Pierce, Inc., a California corporation (the “Consultant”), collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, the Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein as Exhibit A, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, the City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

1. SCOPE OF SERVICES

   A. Consultant shall do all work described herein, and as further set forth in individual task orders issued by the City to Consultant. The terms and conditions of this Contract shall control all Task Orders (“Task Orders”).

   B. The Consultant agrees it has satisfied itself by its own, investigation and research, regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

   This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall continue until all services provided for in this Contract have been performed, unless earlier terminated pursuant to Section 11 of this Contract.

3. SCHEDULE FOR PERFORMANCE

   A. Performance shall be in accordance with the terms of this Contract and each individual Task Order as issued.

4. COMPENSATION

   A. City shall pay Consultant on a time and expense basis as described in the Scope of Work and the not-to-exceed amount set forth in each individual Task Order in accordance with the rate schedule set forth on Exhibit C, which is attached hereto and incorporated herein by reference. In no event shall Consultant be entitled to compensation for work not included in each Task Order’s Scope of Work, unless a written change order or authorization describing the extra work and payment terms has
been executed by City. Total compensation paid to Consultant shall not exceed the dollar values listed in all task orders but in no event shall total compensation exceed Planning Division budget, without City’s prior written approval.

B. **Pay When Paid Provisions:** For private development projects, the Consultant shall not undertake, commence, or continue any work for that project unless the private developer has deposited with the City sufficient funds to cover the cost of City and Consultant’s work for that project. For the purposes of this provision, “private development project” is defined as all projects not initiated by the City. In the event the amount of the deposit is insufficient to cover all costs of work for the project, or no deposit balance exists, the Consultant shall immediately cease all work on the project until (1) an additional deposit by the private developer is made to the City in an amount sufficient to pay for the necessary work, or (2) Consultant is instructed in writing by the City of Elk Grove’s City Manager to proceed with the work despite the insufficient deposit to cover such work. In the event Consultant does not comply with this provision, Consultant shall have exceeded its scope of work under this contract and breached this contract.

As damages for Consultant’s breach of this provision, the Parties agree that City shall deduct from Consultant’s payment under this Contract any amount City does not receive from the private developer for the work performed by Consultant on the project. City shall have no obligation to take legal action against the private developer to collect any unpaid fees owed by a private developer which were incurred as a result of Consultant’s breach. However, in the event City decides to take legal action to collect the unpaid fees, then Consultant shall pay all reasonable attorney’s fees and costs for that legal action, whether or not City is the prevailing party.

C. If Consultant’s performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by the City in writing.

D. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11, Termination.

5. **NOTICES**

A. Consultant shall transmit invoices and any notices required by this Contract, to City as follows:

City of Elk Grove  
Attn: Finance Department  
8401 Laguna Palms Way  
Elk Grove, California 95758
City of Elk Grove  
*Stevenson, Porto & Pierce, Inc.*  
Re: On-Call Planning Services

B. City shall transmit payments on invoiced amounts and any notices required by this Contract to Consultant as follows:

Stevenson, Porto & Pierce, Inc.  
Attn: Michael Porto  
5519 Ayon Avenue  
Irwindale, CA 91706

6. **PROFESSIONAL SERVICES**

Consultant agrees that services shall be performed and completed in compliance with the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to the City, whether perceived or actual.

7. **INDEPENDENT CONTRACTOR**

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.
8. AUTHORITY OF CONSULTANT

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C.

E. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.
12. **FUNDING**

Consultant agrees and understands that renewal of this Agreement in subsequent years is contingent upon action by the City Council, consistent with the appropriation limits of Article XIII B of the California Constitution, and that the City Council may determine not to fund this Agreement in subsequent years.

13. **NOTICE TO PROCEED**

Prior to commencing work under this Agreement, Consultant shall receive a written “Notice to Proceed” from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

14. **EXTENSIONS OF TIME**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by City, in writing, and at City’s sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

15. **PROPERTY OF CITY**

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract that is not Consultant’s privileged information, as defined by law, or Consultant’s personnel information, along with all other property belonging exclusively to City which is in Consultant’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by the City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City’s sole risk.
16. COMPLIANCE WITH LAW

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. As applicable, it shall be City’s responsibility to obtain all rights-of-way and easements to enable Consultant to perform its services hereunder; Consultant shall assist City in providing the same.

17. REPRESENTATIONS

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner that is consistent with the generally accepted standards of Consultant’s profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant’s staff assigned to perform the services required under this Contract and shall obtain the approval from the City Manager of a list of all proposed staff members who are assigned to perform services under this Contract prior to any such performance.

19. ASSIGNMENT AND SUBCONTRACTING:

A. Except as expressly authorized herein, Consultant’s obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such
approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City, unless by court order. If City or Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City’s attorney’s fees and disbursements, including without limitation experts’ fees and disbursements.

21. LIABILITY OF CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant’s profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or other loss or damage arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless the City, its officers, officials, employees, volunteers, and agents pursuant to this Agreement. The provisions of this section shall survive termination or suspension of this Contract.
City of Elk Grove  
*Stevenson, Porto & Pierce, Inc.*  
Re: On-Call Planning Services

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless the City to the same extent as Consultant. Consultant’s failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless the City as prescribed under this Section.

23. INSURANCE

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in *Exhibit D*, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>SINGLE LIMIT / OCCURRENCE</th>
<th>AGGREGATE</th>
<th>ENDORSEMENTS***</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability (1H)</td>
<td>$2,000,000</td>
<td>$4,000,000</td>
<td>Additional Insured Waiver of Subrogation Primary Non Contrib</td>
</tr>
<tr>
<td>Auto Liability (2C)</td>
<td>$1,000,000</td>
<td></td>
<td>Additional Insured Waiver of Subrogation</td>
</tr>
<tr>
<td>Work Comp (3A) Employer's Liability</td>
<td>Statutory $1,000,000 each</td>
<td></td>
<td>Waiver of Subrogation</td>
</tr>
<tr>
<td>Professional Liability (4B)</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>(3 year tail) (Retro Date)</td>
</tr>
</tbody>
</table>

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as *Exhibit E*.

24. EVIDENCE OF INSURANCE COMPLIANCE

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor (“Processor”) to accept and process Consultant’s proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.
25. SECURITY ACCESS POLICY.

Consultant, its employers, agents, and anyone working on their behalf, shall at all times strictly comply with City’s Security Access Policy, a copy of which is attached hereto and incorporated herein by reference as Exhibit F. Consultant’s failure to comply with this Security Access Policy shall constitute a material breach of this Contract.

26. EMPLOYMENT PRACTICES

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

27. UNAUTHORIZED ALIENS

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by the City in connection therewith.

28. LICENSES, PERMITS, AND OTHER APPROVALS

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

29. RECORDS AND INSPECTION

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. 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.

30. MISCELLANEOUS PROVISIONS

A. Attorneys’ Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to
reasonable attorneys’ fees and all litigation expenses, including, but not limited to expert’s fees and disbursements.

B. **Venue:** This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. **Enforceability:** If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. **Time:** All times stated herein or in any other Contract Documents are of the essence.

E. **Binding:** This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. **Survivorship:** Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. **Construction and Interpretation:** Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. **Waiver:** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. **Severability:** The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. **No Third Party Beneficiary:** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of the City and the Consultant that any such person or entity, other than the City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.
K. **Non-Discrimination/Non-Preferential Treatment Statement:** In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. **Authority to Execute:** The person or persons executing this Contract on behalf of the Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. **Dispute Resolution:** Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

N. **Force Majeure:** Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

31. **ENTIRE AGREEMENT**

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

*Signatures on following page*
City of Elk Grove

Stevenson, Porto & Pierce, Inc.
Re: On-Call Planning Services

AGREED to this _____ day of ________, 20__, by the Parties as follows:

Approved to as form:

By: __________________________
    Attorney for Consultant

CONSULTANT

By: __________________________
    Michael Porto, Principle Urban Planner

Approved to as form:

By: __________________________
    Jonathan P. Hobbs, City Attorney

CITY OF ELK GROVE

By: __________________________
    Laura S. Gill, City Manager

Attest to:

______________________________________________
Jason Lindgren, City Clerk                      Date
EXHIBIT A

Scope of Work

Services provided by Consultant shall be on an On-Call basis as requested by the City in writing over the term of the Contract period. Consultant shall perform a task in any one, or a combination of, services within the Consultant area of expertise as listed below and as requested by City in a written Task Order signed by the City Manager. The City has no obligation to request any services under this Contract.

Request for services shall be made by City on a project-by-project basis under a Task Order approved by the City specifying a detailed scope of work, schedule, budget and performance measurements. All Task Orders shall be prepared based on the approved schedule of fees of this Contract and in accordance with each Task Order. On an as-needed basis, Consultant shall provide the following on-call services:

A. When required, be present at City Hall and hold regular office hours as agreed upon by staff and Consultant;
B. Develops and maintains good working relationships with other City departments, other jurisdictions, and the public;
C. Analyze projects for compliance with the City’s General Plan, zoning ordinance, Subdivision Map Act, Design Guidelines, applicable specific plans, and other policies;
D. Review and process development applications, such as: Plan Checks, Zoning Clearances, Sign Permits, Use Permits, Variances, Design Review, Tentative Maps, and General Plan and Zoning Code amendments;
E. Meets with developers, engineers, property owners, contractors and other individuals to discuss, advise, explain processes and suggest improvements regarding potential projects, pre-applications, development applications, feasibility analysis, conceptual development plans and code interpretation;
F. Ability to write Planning Commission and City Council staff reports, resolutions, ordinances, conditions of approval, and give oral presentations;
G. Attend public hearings and community meetings as necessary;
H. Analyze projects for CEQA compliance and prepare findings and notices of exemption [Note: the preparation of CEQA documents (Negative Declarations, Mitigated Negative Declarations, and Environmental Impact Reports) shall be completed by one of the City’s on-call CEQA consultants under separate contract with the City];
I. Ability to review projects and provide comments within timelines specified by the Permit Streamlining Act and the City (shorter timelines may be required for certain projects);
J. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget;
K. Provide other planning-related services.

Consultant may work on-site at City Hall or may complete these tasks off-site. However, all meetings relevant to the processing of development applications, including meetings with applicants or the public, shall occur at City Hall.
Performance Expectations

Consultant must identify procedures and methodologies to meet the performance expectations identified below. Consultant is aware and agrees that these performance measures will be subject to modification during the term of the on-call contract.

All Planning projects will be tracked for expeditious processing, taking into account legal timelines and response time to the Department’s requests from applicants, outside agencies, and other City departments. At a minimum, project milestone estimates and dates shall be tracked. In addition, the City will be tracking data regarding workload, processing times and associated costs of the Department’s Planning operations. These performance metrics will be used to evaluate Consultant performance.

The following are relevant Performance Expectations that Consultant shall meet:

- Route 100% of applications with 72 business hours of receiving a complete application;
- Route 90% or more of resubmitted applications within 48 business hours of receiving;
- Process 90% or more of entitlement applications within one meeting between Planning Commission and City Council (for applications requiring City Council approval).
EXHIBIT B

Schedule of Performance

Performance shall be in accordance with each individual Task Order as issued.
EXHIBIT C

Compensation and Method of Payment

HOURLY RATES

<table>
<thead>
<tr>
<th>Professional Planning Staff</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Porto, Senior Urban Planner</td>
<td>$150.00</td>
</tr>
<tr>
<td>Jerry Haag, Senior Planner Environmental Services</td>
<td>$150.00</td>
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<tr>
<td>Roberta Buchanan, Senior Associate/Project manager</td>
<td>$130.00</td>
</tr>
<tr>
<td>Sarah Rhee, Project Manager</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

Reimbursables

Consultant does not anticipate any reimbursables. If reimbursable expenses arise, Consultant will notify City in advance to obtain consent and invoice at cost.

Under no circumstances will the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.
EXHIBIT D

Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:
   a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
   b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
   c. Claims-made coverage is not acceptable.
   d. The limits of liability shall not be less than:
      - Each occurrence: Two Million Dollars ($2,000,000)
      - Products & Completed Operations: Two Million Dollars ($2,000,000)
      - Personal & Advertising Injury: Two Million Dollars ($2,000,000)
   e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
   f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the each occurrence limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
   g. Coverage shall contain a provision or endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.

2. Automobile Liability:
   a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of hired, and non-owned automobiles.
   b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8, and 9 (hired, and non-owned).
City of Elk Grove  
**Stevenson, Porto & Pierce, Inc.**  
Re: On-Call Planning Services

c. The limits of liability per accident shall not be less than:  
   Combined Single Limit One Million Dollars ($1,000,000)

d. If general liability coverage, as required above, is provided by the Commercial General Liability form, the automobile liability policy shall include an endorsement providing automobile contractual liability.

3. Worker's Compensation  
a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employers Liability coverage. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.

b. Employer's Liability Coverage shall not be less than the statutory requirements.

c. If an injury occurs to any employee of the Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.

d. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Consultant.

4. Errors and Omissions; Malpractice; Professional Liability. Errors and omissions, malpractice, or professional liability insurance with coverage of not less than $2,000,000 per occurrence. Upon termination of this agreement, the same insurance requirements in Section 4 of this Exhibit will apply for a three (3) year period following such termination. A “tail” policy may be purchased as an alternative to satisfy this requirement.

5. Other Insurance Provisions: The general liability and automobile liability coverages shall contain the following provisions and endorsements:

a. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant on a separate endorsement acceptable to the Risk Manager.

b. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
c. Provision or endorsement stating that for any claims related to this project, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant’s insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.

d. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect Consultant’s requirement to provide coverage to the City, its officers, officials, employees, agents or volunteers.

6. Acceptability of Insurers: Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

7. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.

8. The Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At anytime at the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.

9. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.

10. The Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.

11. If the Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.
12. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.

13. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.

14. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.

15. The requirement as to types, limits, and the City’s approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.
EXHIBIT E

Certificate of Compliance With Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)

2. Should Consultant fail to secure Workers’ Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify the City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney’s fees and costs resulting from any failure to take and/or maintain Workers’ Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant’s successors, heirs and assigns.

CONSULTANT

By: [Signature]
Date: 8/14/17
Name: Michael Porto
Title: Principal/PRES.
EXHIBIT F

SECURITY ACCESS POLICY

Consultant and all their employees or subcontractors who shall undertake work to be performed under this Contract shall be required to complete a security and criminal history check. The Elk Grove Police Department ("EGPD") will conduct two "Live Scan" fingerprint checks, free of charge, on a Consultant that will access City Facilities. "Live Scan" is a system that completes a criminal history inquiry by checking local, state and national databases. The EGPD will be provided with a list of any arrests and convictions that have been made. From that date forward the EGPD will be notified of any subsequent arrests. Any individual with a felony arrest cannot be granted unescorted access to City Facilities; other arrest history shall be evaluated. Security privileges associated with the access to City Facilities is dependent upon which area(s) of the building Consultant requires access to relative to the type of work or service being completed. An access card will be issued and this card will allow unescorted access. In addition to the completing the Live Scan criminal history check, Consultant shall be required to agree to the following:

a) Consultant agrees to assign a primary employee(s) to complete job tasks at City Facilities whenever possible.

b) Consultant and their employees and/or subcontractors agree to wear the assigned visitor lanyard attached to access card whenever on the premise.

c) Consultant agrees that access card shall not be used as a form of identification or for any purpose other than access into City Facilities.

d) Employees may be Live Scanned at the expense of Consultant at the rate charged to the EGPD. The current rate is $54.00 but is subject to change.

e) Consultant agrees to monitor Access Key Card(s) issued to them and only allow those employees that have been Live Scanned to have access to the card.

f) Consultant agrees to notify the City within 24 hours of when an employee has severed employment. Consultant shall retrieve the key card from that employee's possession and return it to the City within 48 hours.

g) Consultant shall follow the directions provided by City staff while on the premises.

h) Consultant agrees that employees shall be instructed to access only the areas necessary for the service provided, and to leave the premise immediately upon completion of duties.

i) Consultant agrees access cards are the property of the City of Elk Grove and must immediately surrendered upon request by a City of Elk Grove Employee.

j) Consultant agrees to reassign any employee that becomes involved in any criminal activity and retrieve the access card should the department be notified of criminal activity.

k) Access to City Facilities will occur 7:30 a.m. to 5:30 p.m. except for City holidays.

Consultant shall contact the EGPD Analyst within 10 days of receiving notification of Contract award to set an appointment for Live Scan testing. Test results are typically returned in 3-5 business days. Consultant and their employees shall be required to bring photo identification. A photograph for the access card will be taken. Consultant will be contacted when to pick up access cards.
City of Elk Grove
*Stevenson, Porto & Pierce, Inc.*
Re: On-Call Planning Services

Until the process outlined has been completed, Consultant and their employees shall not be allowed to begin work at City Facilities and payment for service may be delayed until Consultant has fully complied with this procedure.
CITY OF ELK GROVE

Department of Development Services

REQUEST FOR PROPOSALS

ON-CALL CURRENT PLANNING SERVICES

Office of the City Clerk
City of Elk Grove
8401 Laguna Palms Way,
Elk Grove, CA 95758

Proposals Due No Later Than:
Monday, June 5, 2017 at 12:00 PM (Pacific Time)
1. Introduction
The City of Elk Grove ("City") recently approved to hire in-house City staff for core-level planning services after 16 years under a contract model. The City is now accepting proposals from qualified consultants for **ON-CALL CURRENT PLANNING SERVICES** for the Planning Division of the City’s Development Services Department to augment City planning services.

Responses to this Request for Proposals (RFP) shall be in accordance with the included specifications, terms, and conditions shown herein. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

2. Proposal Due Date, Time and Location
Proposals shall be printed double-sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and presented in a three (3) ring binder or spiral bound. Tabbed dividers should separate and identify the response items described below and include the section title.

One (1) signed original, five (5) hard copies and one (1) electronic PDF version (on a flash drive) of the proposal shall be submitted to the Office of the City Clerk by no later than **12:00 PM on Monday, June 5, 2017**. Proposal shall be submitted in a sealed envelope clearly marked “Proposal for On-Call Current Planning Services” and addressed to:

**OFFICE OF THE CITY CLERK**  
**CITY OF ELK GROVE**  
**8401 Laguna Palms Way**  
**Elk Grove, CA 95758**

Questions regarding this RFP are to be directed by e-mail to: Darren Wilson, Development Services Director at dwilson@elkgrovecity.org. Such contact shall be for clarification purposes only. The City must receive all questions no later than 5:00 PM on Friday, May 19. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum and posted to the City web site. Addendums and answers to submitted questions will be available via the City of Elk Grove website under “Notice” for the RFP announcement.

Proposals will not be accepted by fax or email.

3. Late Proposals
Proposals arriving after the specified date and time will not be considered, nor will late proposals be opened. Each consultant assumes responsibility for timely submission of its proposal.

4. Withdrawal or Modifications of Proposals
Any proposal may be withdrawn or modified by a written request signed by the consultant and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, consultants are obligated to fulfill the terms of their proposal.

5. Proposal Acceptance and Rejection
The City reserves the right to accept any proposal, to reject any and all proposals if said rejection is deemed in the best interest of the City, and to solicit for new proposals.
6. Proposal Evaluation and Contract Award
All timely received responsive proposals will be reviewed and evaluated by the City in order to
determine which consultants best meet the City’s needs by demonstrating the competence and
qualifications necessary for the satisfactory performance of the required services, and will be based on
a determination of which services offered serve the best interest of the City, except as otherwise
provided by law. The City reserves the right to reject any and all proposals or waive any irregularities in
any proposals or the solicitation process.

Evaluation criteria for all proposals will be reviewed and scored based on the following categories:

1. Firm Experience
2. Qualifications and Experience of Key Personnel and/or Sub-Consultants
3. Understanding of Work to be Performed- Work Plan
4. Pricing/Cost of Services (efficient use of resources and subs, if any)
5. Supportive Information/References

Interviews may be scheduled with the top-ranked firms to help the City determine the most-qualified
consultants. Negotiations will be made with the selected consultants based on internal rankings, with
the intent to award on-call contracts. The City intends to award multiple contracts. Nothing herein shall
obligate the City to award a contract to any responding consultant.

7. Disclosure of Submitted Materials:
After selection and execution of the contracts, (or prior thereto if required by law) all information and
materials provided in each submittal received is subject to disclosure through a Public Records
Request pursuant to the California Public Records Act, or otherwise as may be required by law. The
City, in its sole discretion, may release any submitted materials, regardless of whether such materials
are marked by respondents as confidential or otherwise as protected.

8. Proposal Process Schedule
The City intends to follow, but will not be bound by, the following schedule:

   Public Notification of RFP: May 5, 2017
   Proposals Due: 12:00 p.m. on June 5, 2017
   Consultant Selection/Negotiation: June 5 – June 23, 2017
   Award of On-Call Contracts: June 28, 2017

9. Waiver of Irregularities
The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not
comply with the strict requirements of this RFP, and the City reserves the right to award a contract(s) to
a consultant(s) submitting any such non-compliant proposal, all in the City’s sole discretion.

10. Security Access Policy
The work to be completed under this RFP requires access to City facilities and therefore is subject to
the City’s Security Access Policy, which is attached to the City’s standard contract (see Exhibit F of
Attachment A). The prospective consultant, including its employees, subcontractors, agents and
anyone working on their behalf that will access City facilities, must submit to a background check which
shall include Live Scan electronic fingerprinting. This background check must be completed before the
consultant will receive a Notice to Proceed. The Elk Grove Police Department shall review the
background check and may deny access to any individual in its discretion as it deems necessary for the
security of City facilities and personnel. A contract shall not be awarded to any consultant that is unable to complete the scope of work as a result of denied access under the City's Security Access Policy.

11. Validity of Pricing
Consultants are required to provide a fee structure including the hourly rate of the principles to be assigned to the matter, and proposed cost (line item descriptions and pricing), and expense reimbursements levels. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

12. No Guarantee of Usage
Any quantities listed in this RFP are estimated or projected and are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the consultant(s) will furnish the City’s needs as they arise.

13. Use of Other Governmental Contracts
The City reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts, if such action is in the City’s best interest.

14. Qualification/Inspection/Interviews
Proposals will only be considered from firms normally engaged in providing the types of services specified herein. By responding to this RFP, the consultant consents to the City’s right to inspect the consultant’s facilities, personnel, and organization at any time, or to take any other action necessary to determine each consultant’s ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding consultants and/or to award a contract(s) without conducting interviews.

15. Acceptance and Conditions
The services must comply fully with the terms of the RFP, be of the required quality specified by the City. Any services not meeting specifications will be rejected, at the consultant’s expense. Payment will be made only after receipt and acceptance of services by the City.

16. Federal and State Requirements
Should this procurement require the use of Federal and/or State Funds, all applicable Federal and State requirements shall apply and all consultants must consent to each certification and assurance, which will be incorporated into each contract.

17. Payment Terms
Payment on non-disputed invoices will be paid approximately 45 days from date of receipt of invoice. In submitting proposals under these specifications, consultants should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.

18. Performance
It is the intention of the City to acquire services as specified herein from a consultant(s) that will give prompt and convenient service. Any such contract will be non-exclusive, and the City reserves the right to seek services from other sources, in the City’s sole discretion.
19. Term of Contract
The term of each contract may be for a specific period time and/or based on a “not-to-exceed” dollar amount. The City reserves the right to set the term for a period deemed to be in the best interest of the City and terminate a contract as set forth therein. Each contract may be extended by mutual consent of both parties.

20. Contract Amendments
If, in the course of the performance of the contract, consultant or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, consultant or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

21. Guidelines for Proposal
The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent’s capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Proposals shall contain the following information in the order listed:

A. Introductory Letter
The introductory letter should be addressed to:

Darren Wilson
Director of Development Services
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

The letter should state the prime consultant and include the consultant’s name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the consultant’s understanding of the project based on this RFP and any other information the consultant has gathered. The letter should include a statement discussing the consultant’s interest and qualifications for this type of work.

B. Table of Contents
Consultants shall insert a comprehensive table of contents within their proposals denoting Sections C through J, as indicated below:
C. Firm Experience
Demonstrate experience relative to the work provided in the scope below; capacity to balance multiple projects/priorities; ability to provide a full range of services; and/or work on similar projects.

D. Qualifications and Experience of Key Personnel
Describe the consultant’s capability for actually undertaking and performing the work as described in this RFP. Include qualifications of each key team member and their consultant affiliation (prime or sub-consultant). List types and locations of similar work performed by the consultant in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers of references. References may be contacted as part of the selection process.

E. Work Plan
The work plan should indicate the consultant’s ability to meet the requirements of the RFP as outlined in the Scope of Work (see Exhibit A). The plan should be simple, easy to read and follow, and addresses the objectives and specifications as listed in the Scope of Work. Particular attention shall be paid to how the consultant proposes to address matters of quality control/quality assurance and deliver work product within identified timelines.

F. Pricing
This section shall include the cost for requested services outlined in the Scope of Work (see Exhibit A). Consultant shall provide a summary of all staff by position classifications, responsibilities and hourly rates dedicated to each major professional service task. The City requests that all administrative services necessary to support the scope of services in this proposal be reflected in your overhead/indirect cost rate. Administrative services include travel, training, billing/invoicing, equipment/supplies, rent/utilities, and similar, and shall not be billed directly. The pricing proposal shall also identify any sub-consultants included in the proposal, the cost for the sub-consultant work and any markup by the prime for the sub-consultant work. No cost increases during the selection process shall be passed onto the City after the proposal has been submitted, except as otherwise provided for in the contract.

G. Supportive Information/References
Consultants are encouraged to include graphs, charts, photos, resumes, references, and similar, in support of their qualifications.

H. Conflict of Interest and Non-Collusion Statements
The consultant shall disclose any activities or relationships of the consultant that might create a conflict of interest for the consultant or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

I. Changes to the Standard On-Call Contract
The City’s standard on-call contract is included with this proposal as Attachment A. Any requested changes to the standard contract shall be addressed in advance by inclusion in the proposal. The City may not ultimately agree to any changes. If a proposing firm does not include any proposed changes or objections, those objections will be deemed waived.

J. Insurance Requirements
As part of the standard contract as set forth in Exhibit D of Attachment A, consultant shall agree to
the City’s insurance requirements.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>SINGLE LIMIT / OCCURRENCE</th>
<th>AGGREGATE</th>
<th>ENDORSEMENTS***</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability (1H)</td>
<td>$2,000,000</td>
<td>$4,000,000</td>
<td>Additional Insured Waiver of Subrogation Primary Non Contrib</td>
</tr>
<tr>
<td>Auto Liability (2C)</td>
<td>$1,000,000 Hired, &amp; Non-Owned</td>
<td></td>
<td>Additional Insured Waiver of Subrogation</td>
</tr>
<tr>
<td>Work Comp (3A) Employer's Liability</td>
<td>Statutory $1,000,000 each</td>
<td></td>
<td>Waiver of Subrogation</td>
</tr>
<tr>
<td>Professional Liability (4C)</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
<td>(5 year tail) (Retro Date)</td>
</tr>
</tbody>
</table>

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.
EXHIBIT A

SCOPE OF WORK

ON-CALL CURRENT PLANNING SERVICES

This RFP is requesting on-call current planning service proposals from qualified firms or teams of consultants to augment current planning services for the Planning Division of the City’s Development Services Department. Responders to this RFP must demonstrate an understanding of the professional services required, the capacity to deliver these services, and the ability to tailor services to address specific issues.

The Planning Division is charged with, among other things, the responsibility of processing applications for development (both private and public) under Titles 22 and 23 of the Elk Grove Municipal Code. Applications include, but are not limited to, conditional use permits, design reviews, rezones, General Plan amendments, tentative subdivision maps, and variances.

Under the direction of the City’s Planning Manager, the consultant shall provide the range of expertise necessary to carry out the normal functions of a professional planner. All services provided by the consultant shall be performed by individuals who meet the qualifications, education, and certifications/licensing requirements for the professional Planning levels of Assistant to Senior Planner. The City will, based on qualifications presented in the response to this RFP, select the firm(s) best capable in providing planning services for upcoming private and City-initiated projects. The successful firm(s) shall also have the resources to provide cost effective and timely services to the City. Additionally, the City has an option to interview the selected firm’s candidate(s) who will provide the services herein.

In general, the successful individual or firm will be expected to provide on-call current planning services for all types of projects requesting entitlements, including but not limited to new residential, commercial, and industrial buildings.

The on-call current planning services that a successful applicant would provide include, but are not limited to the ability to perform the following:

A. When required, be present at City Hall and hold regular office hours as agreed upon by staff and consultant;
B. Develops and maintains good working relationships with other City departments, other jurisdictions, and the public;
C. Analyze projects for compliance with the City’s General Plan, zoning ordinance, Subdivision Map Act, Design Guidelines, applicable specific plans, and other policies;
D. Review and process development applications, such as: Plan Checks, Zoning Clearances, Sign Permits, Use Permits, Variances, Design Review, Tentative Maps, and General Plan and Zoning Code amendments;
E. Meets with developers, engineers, property owners, contractors and other individuals to discuss, advise, explain processes and suggest improvements regarding potential projects, pre-applications, development applications, feasibility analysis, conceptual development plans and code interpretation;
F. Ability to write Planning Commission and City Council staff reports, resolutions, ordinances, conditions of approval, and give oral presentations;
G. Attend public hearings and community meetings as necessary;
H. Analyze projects for CEQA compliance and prepare findings and notices of exemption [Note: the preparation of CEQA documents (Negative Declarations, Mitigated Negative Declarations, and Environmental Impact Reports) shall be completed by one of the City’s on-call CEQA consultants under separate contract with the City];
I. Ability to review projects and provide comments within timelines specified by the Permit Streamlining Act and the City (shorter timelines may be required for certain projects);
J. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget;
K. Provide other planning-related services.

The consultant may work on-site at City Hall or may complete these tasks off-site. However, all meetings relevant to the processing of development applications, including meetings with applicants or the public, shall occur at City Hall.

Performance Expectations
Consultants must identify procedures and methodologies to meet the performance expectations identified below. All proposers should be aware that these performance measures will be subject to modification during the term of the on-call contract.

All Planning projects will be tracked for expeditious processing, taking into account legal timelines and response time to the Department’s requests from applicants, outside agencies, and other City departments. At a minimum, project milestone estimates and dates shall be tracked. In addition, the City will be tracking data regarding workload, processing times and associated costs of the Department’s Planning operations. These performance metrics will be used to evaluate consultant performance.

The following are relevant Performance Expectations:

- Route 100% of applications with 72 business hours of receiving a complete application;
- Route 90% or more of resubmitted applications within 48 business hours of receiving;
- Process 90% or more of entitlement applications within one meeting between Planning Commission and City Council (for applications requiring City Council approval).
MASTER SERVICES CONTRACT

THIS CONTRACT is made on _________________, 20__, by and between the City of Elk Grove, a municipal corporation (the “City”) and Consultant Name (the “Consultant”), collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, the Consultant has presented a proposal for such services, which is identified in the Scope of Work attached hereto and incorporated herein as Exhibit A, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, the City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

1. **SCOPE OF SERVICES**

   A. Consultant shall do all work described herein, and as further set forth in individual task orders issued by the City to Consultant. The terms and conditions of this Contract shall control all Task Orders (“Task Orders”).

   B. The Consultant agrees it has satisfied itself by its own, investigation and research, regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. **TERM OF CONTRACT**

   This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall continue until all services provided for in this Contract have been performed, unless earlier terminated pursuant to Section 11 of this Contract.

3. **SCHEDULE FOR PERFORMANCE**

   Performance shall be in accordance with the terms of this Contract and each individual Task Order as issued.

4. **COMPENSATION**
A. City shall pay Consultant on a time and expense basis as described in the Scope of Work and the Not to Exceed amount set forth in each individual Task Order in accordance with the rate schedule set forth on Exhibit “C”, which is attached hereto and incorporated herein by reference. In no event shall Consultant be entitled to compensation for work not included in each Task Order’s Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by City. In no event shall total compensation paid to Consultant under this Contract, including all Task Orders, exceed XXXX and No Cents ($ XXXX), without City’s prior written approval.

B. If Consultant’s performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by the City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section Error! Reference source not found., Termination.

5. NOTICES

A. Consultant shall transmit invoices and any notices required by this Contract, to City as follows:

City of Elk Grove
Attn: Finance Department
8401 Laguna Palms Way
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts and any notices required by this Contract to Consultant as follows:

______________________________
______________________________
______________________________
______________________________

6. PROFESSIONAL SERVICES

Consultant agrees that services shall be performed and completed in compliance with the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to the City, whether perceived or actual.
7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF CONSULTANT

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to
terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section Error! Reference source not found., property of City.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section Error! Reference source not found.Error! Reference source not found.

E. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section Error! Reference source not found., property of City.

12. FUNDING

Consultant agrees and understands that renewal of this Agreement in subsequent years is contingent upon action by the City Council, consistent with the appropriation limits of Article XIII B of the California Constitution, and that the City Council may determine not to fund this Agreement in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing work under this Agreement, Consultant shall receive a written “Notice to Proceed” from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

14. EXTENSIONS OF TIME

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by City, in writing, and at City’s sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section Error! Reference source not found.
15. **PROPERTY OF CITY**

   A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract that is not Consultant’s privileged information, as defined by law, or Consultant’s personnel information, along with all other property belonging exclusively to City which is in Consultant’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

   B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by the City.

   C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City’s sole risk.

16. **COMPLIANCE WITH LAW**

   Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. As applicable, it shall be City’s responsibility to obtain all rights-of-way and easements to enable Consultant to perform its services hereunder; Consultant shall assist City in providing the same.

17. **REPRESENTATIONS**

   A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner that is consistent with the generally accepted standards of Consultant’s profession.

   B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

   C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.
D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant’s staff assigned to perform the services required under this Contract and shall obtain the approval from the City Manager of a list of all proposed staff members who are assigned to perform services under this Contract prior to any such performance.

19. ASSIGNMENT AND SUBCONTRACTING:

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City, unless by court order. If City or Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City’s attorney’s fees and disbursements, including without limitation experts’ fees and disbursements.

21. LIABILITY OF CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant’s profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.
22. **INDEMNITY AND LITIGATION COSTS**

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or other loss or damage arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless the City, its officers, officials, employees, volunteers, and agents pursuant to this Agreement. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless the City to the same extent as Consultant. Consultant’s failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless the City as prescribed under this Section.

23. **INSURANCE**

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E**.

24. **EVIDENCE OF INSURANCE COMPLIANCE**

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor (“Processor”) to accept and process Consultant’s proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

25. **SECURITY ACCESS POLICY.**
Consultant, its employers, agents, and anyone working on their behalf, shall at all times strictly comply with Buyer’s Security Access Policy, a copy of which is attached hereto and incorporated herein by reference as Exhibit F. Consultant’s failure to comply with this Security Access Policy shall constitute a material breach of this Contract.

26. EMPLOYMENT PRACTICES

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

27. UNAUTHORIZED ALIENS

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by the City in connection therewith.

28. LICENSES, PERMITS, AND OTHER APPROVALS

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

29. RECORDS AND INSPECTION

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. 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.

30. MISCELLANEOUS PROVISIONS

A. Attorneys’ Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys’ fees and all litigation expenses, including, but not limited to expert’s fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance
with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. **Enforceability:** If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. **Time:** All times stated herein or in any other Contract Documents are of the essence.

E. **Binding:** This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. **Survivorship:** Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. **Construction and Interpretation:** Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. **Waiver:** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. **Severability:** The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. **No Third Party Beneficiary:** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of the City and the Consultant that any such person or entity, other than the City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. **Non-Discrimination/Non-Preferential Treatment Statement:** In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. **Authority to Execute:** The person or persons executing this Contract on behalf of the Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.
M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

31. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

[Signatures to follow on next page]
AGREED to this _____ day of ________, 20___, by the Parties as follows:

Approved to as form:  

CONSULTANT

By: ________________________________   By: ______________________________
   Attorney for Consultant                       Consultant Name, Title

CITY OF ELK GROVE

By: ________________________________   By: ______________________________
   Jonathan P. Hobbs, City Attorney                                            Laura S. Gill, City Manager

Attest to:

___________________________________
   Jason Lindgren, City Clerk     Date
EXHIBIT A

Scope of Work

Services provided by Consultant shall be on an On-Call basis as requested by the City in writing over the term of the Contract period. Consultant shall perform a task in any one, or a combination of, services within the Consultant area of expertise as listed below and as requested by City in a written Task Order signed by the City Manager. The City has no obligation to request any services under this Contract.

Request for services shall be made by City on a project-by-project basis under a Task Order approved by the City specifying a detailed scope of work, schedule, budget and performance measurements. All Task Orders shall be prepared based on the approved schedule of fees of this Contract and in accordance with each Task order. On an as needed basis, Consultant shall provide the following on-call services:
EXHIBIT B

Schedule of Performance

Performance shall be in accordance with each individual Task Order as issued.
EXHIBIT C

Compensation and Method of Payment

NEED HOURLY RATES

Under no circumstances will the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.
EXHIBIT D

Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:
   a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
   b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
   c. Claims-made coverage is not acceptable.
   d. The limits of liability shall not be less than:
      - Each occurrence: Two Million Dollars ($2,000,000)
      - Products & Completed Operations: Two Million Dollars ($2,000,000)
      - Personal & Advertising Injury: Two Million Dollars ($2,000,000)
   e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
   f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the each occurrence limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
   g. Coverage shall contain a provision or endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.

2. Automobile Liability:
   a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of hired, and non-owned automobiles.
   b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8, and 9 (hired, and non-owned).
   c. The limits of liability per accident shall not be less than:
      - Combined Single Limit One Million Dollars ($1,000,000)
   d. If general liability coverage, as required above, is provided by the Commercial General Liability form, the automobile liability policy shall include an endorsement providing automobile contractual liability.
3. Worker's Compensation
   a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employers Liability coverage. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
   b. Employer’s Liability Coverage shall not be less than the statutory requirements.
   c. If an injury occurs to any employee of the Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.
   d. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Consultant.

4. Errors and Omissions; Malpractice; Professional Liability. Errors and omissions, malpractice, or professional liability insurance with coverage of not less than $5,000,000 per occurrence. Upon termination of this agreement, the same insurance requirements in Section 4 of this Exhibit will apply for a three (3) year period following such termination. A “tail” policy may be purchased as an alternative to satisfy this requirement.

5. Other Insurance Provisions: The general liability and automobile liability coverages shall contain the following provisions and endorsements:
   a. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant on a separate endorsement acceptable to the Risk Manager.
   b. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
   c. Provision or endorsement stating that for any claims related to this project, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant’s insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
   d. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect Consultant’s requirement to provide coverage to the City, its officers, officials, employees, agents or volunteers.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers with a *Bests' rating of no less than A:VII.*

7. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.

8. The Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At any time at the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.

9. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.

10. The Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.

11. If the Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.

12. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.

13. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.

14. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.

15. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.
EXHIBIT E
Certificate of Compliance With Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)

2. Should Consultant fail to secure Workers’ Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify the City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney’s fees and costs resulting from any failure to take and/or maintain Workers’ Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant’s successors, heirs and assigns.

CONSULTANT

By: ________________________________

Date: ______________________________

Name: ______________________________

Title: _______________________________
EXHIBIT F

SECURITY ACCESS POLICY

Consultant and all their employees or subcontractors requiring who shall undertake work to be performed under this Contract shall be required to complete a security and criminal history check “Live Scan” is a system that completes a criminal history inquiry by checking local, state and national databases. The EGPD will be provided with a list of any arrests and convictions that have been made. From that date forward the EGPD will be notified of any subsequent arrests. Any individual with a felony arrest cannot be granted unescorted access to the SWCC; other arrest history shall be evaluated. Security privileges associated with the access to SWCC facilities is dependent upon which area(s) of the building Consultant requires access to relative to the type of work or service being completed. An access card will be issued and this card will allow unescorted access. In addition to the completing the Live Scan criminal history check, Consultant shall be required to agree to the following:

a) Consultant agrees to assign a primary employee(s) to complete job tasks at the SWCC whenever possible.
b) Consultant and their employees and/or subcontractors agree to wear the assigned visitor lanyard attached to access card whenever on the premise.
c) Consultant agrees that access card shall not be used as a form of identification or for any purpose other than access into the SWCC.
d) Employees may be Live Scanned at the expense of Consultant at the rate charged to the EGPD. The current rate is $44.00 but is subject to change.
e) Consultant agrees to monitor Access Key Card(s) issued to them and only allow those employees that have been Live Scanned to have access to the card.
f) Consultant agrees to notify the City within 24 hours of when an employee has severed employment. Consultant shall retrieve the key card from that employee’s possession and return it to the City within 48 hours.
g) Consultant shall follow the directions provided by City staff while on the premises.
h) Consultant agrees that employees will be instructed to access only the areas necessary for the service provided, and to leave the premise immediately upon completion of duties.
i) Consultant agrees access cards are the property of the City of Elk Grove and must immediately surrendered upon request by a City of Elk Grove Employee.
j) Consultant agrees to reassign any employee that becomes involved in any criminal activity and retrieve the access card should the department be notified of criminal activity.
k) Access to SWCC facilities will occur Sunday through Wednesday, 9:00 AM-4:00 PM except for City holidays.

Consultant shall contact the EGPD Analyst within 10 days of receiving notification of Contract award to set an appointment for Live Scan testing. Test results are typically returned in 3-5 business days. Consultant and their employees shall be required to bring photo identification. A photograph for the access card will be taken. Consultant will be contacted when to pick up access cards.

Until the process outlined has been completed, Consultant and their employees shall not be allowed to begin work at the SWCC and payment for service may be delayed until Consultant has fully complied with this procedure.
STAFF REPORT

Date: March 19, 2019
To: Honorable Mayor and City Council
From: Jose E. Pulido, City Manager
Subject: Approval to award a Professional Services Agreement to Willdan Engineering for On-Call Human Resources Services

RECOMMENDATION

It is requested that the City Council award a Professional Services Agreement (PSA) to Willdan Engineering for on-call Human Resources services and authorize the City Manager to execute a PSA with Willdan Engineering for on-call Human Resources services for the not-to-exceed amount of $116,480 for a one year term (i.e., March 19, 2019 to March 19, 2020), with two one-year options to extend (i.e., March 19, 2020 to March 19, 2021; and March 19, 2021 to March 19, 2022).

BACKGROUND

1. On October 11, 2018, a vacancy for the City’s Human Resources Manager position emerged, necessitating the City to commence a recruitment process for the position.

2. On October 1, 2018, the City posted the Human Resources Manager position on its website and governmentjobs.com (see attachment A). Seeing no qualified applicants by the application deadline, City staff decided to repost the job position.

3. On November 8, 2018, the City posted the Human Resources Manager position again online and at governmentjobs.com. After interviewing the top two candidates, the City Manager decided that due to City budgetary restraints, the City should explore the option to outsource services to an outside firm through a Request For Proposal (RFP) process.

4. On January 7, 2019, the City released an RFP for on-call Human Resources services (see
Attachment B) from qualified consultants to provide the Human Resources services.

5. By January 21, 2019, the City received two proposals for on-call Human Resources services.

6. After a review of the proposals by City representatives, it was agreed that the proposal submitted by Willdan Engineering (“Willdan”) was the recommended firm based on its in depth of experience, qualifications of key personnel, and competitive hourly rates.

ANALYSIS

Following the departure of the City’s Human Resources Manager in October 2019, the City has had to disseminate various human resources responsibilities and duties to its remaining City staff, resulting in delays with the City’s normally expeditious hiring process, decreased employee training, and losing essential management support for essential City organizational checks and balances. Hence, moving forward, the City needs a semi-functional Human Resources office for one to two days a week in order to ensure that these critical short and long-term assignments are accomplished on an as needed basis while maintaining a high level of professionalism.

The City Manager initially intended to hire a full time employee to occupy this position however, the City is currently trying to address a $1.06 million General Fund structural deficit, as of Mid-Year 2018-19. Given that hiring a full time Human Resources Manager would cost the City approximately $136,000 annually, including benefits and allowances (see attachment E), the most cost effective option would be to receive the necessary Human Resources services from an outside firm, and save approximately $19,000, while continuing to find operational cost saving opportunities to address the General Fund structural deficit.

In response to the City’s RFP for Human Resources services, we received a total of two proposals: Willdan; and Traaen & Associates, LLC. As may be recalled, Willdan currently provides and continues to provide the City with excellent engineering services, providing personnel and resources for the City’s Planning Division as well as Building and Safety Department, at competitive rates. Moreover, Traaen & Associates, LLC’s proposal offered a more expensive hourly rate at $150 as opposed to Willdan’s proposal of $140 (see Attachments C & D).

City staff selection of Willdan was based on their in-depth experience, qualifications of key personnel, and competitive hourly rates. Based on these findings, and in light of the City’s constrained General Fund budget, the City Manager has determined that it would be more
cost effective to have Willdan provide personnel to occupy the Human Resources Office for the time designated under the proposal (see attachment C) on an on call basis.

Willdan’s proposed not-to-exceed proposal fee is $116,480 per fiscal year (see attachment C). Our current General Fund City Budget allocated $135,946 for Human Resources personnel. Awarding Willdan a contract to provide Human Resources services would save the City $19,466.

If this proposed PSA is approved by the City Council, Willdan would assign Human Resources personnel to work on site for one to two days a week for up to a total of 16 hours per week. Deferring Human Resources services to Willdan personnel to provide on-site services for one to two days per week would substantially alleviate the Human Resources Office’s duties, as Willdan’s scope of work includes but is not limited to employee relations, labor negotiations, training and staff development. City staff would assume the remaining responsibilities left by its former Human Resources Manager.

CONCLUSION

The City has operated in a less than desirable manner to recruit and hire new City employees in both the City Clerk’s Office and in the City Manager’s Office in the past four months, highlighting the urgency of a more functional Human Resources Office. The City Council is being requested to award a PSA to Willdan for Human Resources Services for a not to exceed limit of $116,480, while also helping in reducing the General Fund structural deficit balance, annually.

FINANCIAL IMPACT

If approved, the contract amount would not exceed $116,480. Services provided under this on-call Human Resources PSA would be appropriated within the Human Resources Office’s budget in any given fiscal year budget. No work would be performed in excess of budgeted amounts in this current fiscal year and subsequent fiscal years that the proposed Agreement is renewed.

ATTACHMENTS

A. Human Resources Manager Job Description posted on City Website
B. Focused Request for Proposals (RFP) Municipal Human Resources Services
C. Willdan Engineering Proposal for Municipal Human Resources Services
D. Traaen & Associates, LLC Proposal for Municipal Human Resources Services
E. Fiscal Year 18-19 Human Resources Office Budget
HUMAN RESOURCES MANAGER

(Full-Time, “At Will” Appointed Position)

DEFINITION:

Under general direction, to manage, supervise, administer and coordinate the human resources activities and operations for the City including recruitment and selection, benefits administration, classification and compensation plan administration, workers’ compensation, employer-employee relations, labor negotiations, training, safety, risk management and related functions; provides information and assistance to City employees and the general public regarding human resources activities, policies, and procedures; performs a variety of professional tasks in support of assigned area of responsibility; and performs other related duties as required.

EXAMPLES OF ESSENTIAL DUTIES:

The duties and responsibilities listed below are intended to provide a representative list of the various types of work that may be performed. Specifications are not intended to reflect all duties performed within the job class, and incumbents may expect to perform other related similar duties.

- Plan, coordinate, administer and supervise programs and services for the City’s human resources services and activities including recruitment and selection, benefits administration, classification and compensation plan administration, worker’s compensation, employer-employee relations, labor negotiations, training, safety, risk management and related functions.

- Manage and participate in the development and implementation of goals, objectives, policies and priorities for assigned programs; recommends and administers policies and procedures.

- Negotiate labor agreements with associations and resolve sensitive and controversial issues in the course of managing the responsibility for all human resources services and activities; nurture a continuous positive working relationship with employee representation units.

- Monitor and evaluate the efficiency and effectiveness of service delivery policies, practices, methods and procedures; make recommendations for improvement.

- Plan, direct, coordinate and review the work plan for human resources, assigns work activities, projects and programs; review and evaluate work products, methods and procedures; meet with staff to identify and resolve problems.
• Coordinate and conduct the recruitment and selection process; screen applicants and list job candidate qualifications; recommend eligible candidates for examination or interview; coordinate the oral board and participates in the interview process.

• Coordinate city-wide training and assess training needs for all City staff.

• Conduct employee orientation; review City policies, procedures and employee benefits; conduct exit interviews.

• Administer and maintain the City’s classification and compensation plan; conduct job analysis studies, salary and benefit surveys; receive appeals and recommend appropriate solutions.

• Administer the Workers’ Compensation Program including reviewing initial workers’ compensation claims and determining type of claim to be established; serve as liaison with injured workers, City staff, attorneys, medical providers, and investigators in the management of injured worker claims; and work closely with injured employees, managers and supervisors regarding return to work issues.

• Assists in the overall administration of health benefits program including conducting open enrollment for health benefits and coordinating information with third party benefit administrator.

• Select, train, motivate and evaluate staff; provide and/or coordinate staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

• Participate in the development and administration of the annual budget; participate in the forecast of funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; implement adjustments.

• Serve as the liaison for personnel services with other divisions, and outside agencies; assist with disciplinary issues, advise managers, supervisors, and City Manager on handling employee issues; negotiate and resolve sensitive and controversial issues.

• Prepare and present staff reports to City Council; prepare necessary correspondence.

• Coordinate with City Attorney as needed related to legal issues.

• Conduct a variety of organizational studies, investigations and operational studies; recommend modifications to personnel administration programs, policies and procedures as appropriate.

• Coordinate the City’s risk management activities with carrier, and in consultation with the City Attorney and City Manager.

• Develop, coordinate and administer an effective safety program and maintain required records.

• Develop, coordinate and administer effective employee recognition and rewards programs,
wellness programs, and annual events.

- Participate in cross training and provides back up to other staff; assist other office personnel in performing related administrative support functions; serve as a back-up to other finance and/or City functions.

- Establish positive working relationships with City staff and the general public.

- Assume responsibility for ensuring the duties of the position are performed in a safe and efficient manner.

- Perform other duties as assigned.

QUALIFICATIONS:

Knowledge of: Operations, services, and activities of a personnel program; principles, practices, and procedures of personnel administration in the areas of employment, compensation and classification, workers’ compensation, employee development, training, and benefits administration; screening and selection practices, including application formats, test construction and interviewing techniques; resources to sustain current understanding of modern trends and legal issues in the field of personnel management; employment and employee relations issues; methods and techniques of research and analysis of personnel administrative and statistical data; principles of city government organization, functions, and management; basic labor relations, negotiation processes and employment law; workers’ compensation and related contract principles and theories; workers’ compensation claims adjusting, investigation, and administrative techniques necessary to participate in the management of claims from reporting of injury to settlement; risk management principles; safety programs, reporting and regulatory requirements; basic principles and procedures of record keeping; business letter writing and report preparation; principles and practices of customer service; office procedures, methods, and equipment including computers and applicable software applications; pertinent federal, state, and local laws, codes, and regulations.

Ability to: Plan and administer an effective and compliant human resources program; Perform professional level managerial and analytical duties in the administration of the City’s personnel functions; make independent decisions; establish goals and objectives; design effective recruitment programs to obtain qualified candidates; develop valid and effective selection procedures; research, collect, compile, and analyze information and data; understand and analyze statistical information; make complete and accurate analyses, reports, and recommendations in a variety of personnel areas; prepare clear, concise, oral and written reports both narrative and statistical; work tactfully with and gain confidence and cooperation of other internal personnel, the public, and outside agencies and organizations; understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities; understand, interpret, and apply general and specific administrative and human resources policies and procedures as well as applicable federal, state, and local policies, laws, and regulations; formulate and conduct presentations to employees, supervisors, and division managers; plan and organize work to meet changing priorities and deadlines; operate office equipment including computers and supporting software applications; respond tactfully, clearly, concisely, and appropriately to inquiries from the public, City
staff, or other agencies on sensitive issues in area of responsibility; exercise good judgment and maintain confidentiality in maintaining critical sensitive information, records, and reports; utilize public relations techniques in responding to inquiries and complaints; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience:** Any combination of education and experience which may provide the required knowledge and abilities and skills is qualifying. A typical way is graduation from an accredited college or university with a Bachelor’s degree in human resources management, industrial or organizational psychology, business administration, or a related field; and five (5) years of professional generalist experience in human resources, preferable including supervisory experience. Public agency experience is highly desirable. Ability to speak Spanish is preferred, but not required.

**Necessary Special Requirements:** Possession of a valid Class C motor vehicle operator’s license from the State of California.

**OTHER QUALIFICATIONS:**

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions on a case-by-case basis.

While performing the duties of this classification, an incumbent is regularly required to use hands and fingers to handle, or feel. The employee is frequently required to talk, hear, and to sit and reach with hands and arms. The employee is occasionally required to stand, walk, climb or balance and stoop, kneel, crouch or crawl. The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

**FLSA Status:** Exempt  
**Effective Date:** July 1, 2017
FOCUSED REQUEST FOR PROPOSALS (RFP)

MUNICIPAL HUMAN RESOURCES SERVICES

January 7, 2019
I. Introduction

The City of Cudahy (City) is seeking proposals from qualified human resources professional firms to provide human resources services. The scope of work, proposal format, submittal guidelines, and evaluation and selection process are described in this Focused Request for Proposal (“RFP”).

II. Background

Cudahy is located in Southeast Los Angeles County, next to the L.A. River. The City was incorporated on November 10, 1960 and named after its founder, meat-packing baron Michael Cudahy, who purchased the land known as Rancho San Antonio in 1908 for development. Cudahy is 1.1 square miles with a current population of 25,870. The City is a general law city and operates under the council-manager form of government.

The City is seeking a qualified human resource professional firm to achieve and develop strategies needed to sustain the overall goals and duties of the department, in collaboration with select City staff.

The City may enter into a Professional Services Agreement (PSA) with the selected firm. The length of the agreement will be for a one-year term with two (2) one-year options to extend the PSA.

III. Scope of Work and Requirements

The City’s Human Resources Department is responsible for maintaining a healthy, safe, and positive work environment for all employees of the City.

A. Scope of Services:

The selected human resources firm would assist the City Manager with day-to-day Human Resources tasks as they relate to:

- Recruitments;
- Employee Relations;
- Job Classification and Compensation;
- Employee Benefits;
- Labor Negotiations;
- Performance Evaluations;
• Training and Staff Development / Succession Planning; and
• Workers Compensation Program.

B. Requirements:
• Have a reputation for reliability, honesty and integrity; maintain professional liability insurance
• Minimum of 5 years professional generalist experience in human resources, including management experience.
• Have no conflicts of interests within the meaning of the Political Reform Act, common law conflicts or Government Code Section 1090.

IV. Proposal Format and Content
A. Provide a letter proposal of no more than 3 (three) pages indicating the qualifications of the proposed individual(s) providing Human Resources services that includes, but is not limited to the following:
• A brief description of the respondent’s work history and previous experience as Human Resource professional.
• A description of relevant projects completed by the respondent within the past five (5) years.
• References with contact information from organizations that have used respondent’s services for similar projects/installations within the past 12-18 months.

B. Cost Proposal
• Firm’s Rate Schedule, including hourly or fixed-rate for cases.
• Firm’s total cost to perform the work in its entirety including a breakdown of the costs for any and all reimbursable costs such as travel costs, mailing costs, fax, electronic research and any other direct or indirect costs associated with performing the required services.

C. Any additional information the Consultant deems appropriate.

V. Submittal Guidelines
Proposals shall be submitted to the address below:

City of Cudahy
Jose E. Pulido, City Manager
5220 Santa Ana Street
Cudahy, CA 90201
Three (3) printed copies of the proposal letter are required to be mailed or hand delivered to the address indicated above on or before the submittal deadline as stated in Section VI. Any inquiries related to the RFP should be directed to Jose E. Pulido at (323) 773-5143, ext. 226 or emailed to jpulido@cityofcudhayca.gov.

VI. RFP Schedule

A. Distribution of RFP: January 7, 2019
B. Submittal deadline: January 21, 2019
C. Proposals are evaluated: January 22-24, 2019
D. City Staff interviews top proposers (If needed): January 28, 2019
E. City Staff determines successful proposer: January 29, 2019
F. Finalize Agreement with successful proposer: January 30, 2019
G. Contract subject to Council approval: February 5 or 19, 2019
H. If approved, contract effective date: February 6 or 20, 2019

VII. Evaluation and Selection Process

The Proposer rated to be the most responsive and responsible to all specified requirements in a quality and cost-effective manner may be awarded a contract. Proposals will be evaluated utilizing the following criteria:

• Background and experience of the Consultant in conducting similar work
• Ability to complete the work in a timely manner
• Accessibility and Availability
• Cost
• References

As part of the evaluation process, the City of Cudahy may conduct interviews with those Consultants whose proposal most closely matches the requirements of the RFP. Upon completion of the evaluation process, the most qualified Proposer will be contacted to finalize the Scope of Work and related terms of a professional services agreement. A draft agreement is attached. The approved contract will be subject to Council approval. The City of Cudahy reserves the right to reject any and all proposals should it be deemed in its best interest to do so.

VIII. General Terms and Conditions

Clarification of Information

The City reserves the right to request clarification of information submitted and to request additional information from any Proposer.
Proposal Validity

The Proposer’s pricing shall be valid for a minimum of 90 days.

Proposal Acceptance

The City reserves the right to accept all or a portion of the Proposer’s proposal. The City reserves the right to offer the award to the overall best Proposer or split the award amongst multiple Proposers.

Proposal Preparation Costs

The City shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to the RFP.

Withdrawal of Proposal before Closing

Any Proposer may request the withdrawal of their submitted proposal, either in person, by telephone, or written request, at any time prior to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, City of Cudahy will consider the Proposer’s proposal null and void. Withdrawal of Proposer’s proposal will not prejudice Proposer’s re-submittal for this or any future proposal(s).

Interpretation of Documents

During the proposal solicitation period should a Proposer find discrepancies or omissions in the specifications of the RFP or should the Proposer be in doubt as to their interpretation, the Proposer shall immediately notify the City Manager. Should it be found necessary, an addendum will be sent to all Proposers. Any addenda shall form a part of this solicitation and shall become a part of the submitted proposal.

Public Record

Upon award, the results of the RFP process will become available. Be advised that all information contained in proposals submitted in response to this solicitation shall be subject to the California Public Records Act (government Code Section 6250 et seq.), and information use and disclosure are governed by this act.

Liens

The Proposer shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Proposer on account of said product/services to be furnished as a result of the RFP and that may be secured by any lien against the City of Cudahy. The Proposer shall fully discharge such lien no later than the time of performance of the obligation.
Federal, State and Local Laws

The Proposer and all sub-contractors shall comply with all applicable federal, state and local laws, rules, and regulations.

Contract Document

The contract resulting from acceptance of a proposal by the City shall be in a form supplied and approved by the City. (See attached draft contract.)
2019
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Human Resources Services)
(Parties: City of Cudahy and __________)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, “Agreement”) is made and entered into this ___________ day of __________________ 2019 (hereinafter, the “Effective Date”) by and between the CITY OF CUDAHY, a municipal corporation (hereinafter, “CITY”) and______________. (hereinafter, “CONSULTANT”). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONSULTANT interchangeably as appropriate.

WHEREAS, the City wishes to engage CONSULTANT to provide the following specialized services: Human Resources Services; and

WHEREAS, the CITY’S in-house personnel is presently unable to perform the specialized services and tasks contemplated under this Agreement; and

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I. ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the following task and services as more particularly described the Project Description, which is attached and incorporated hereto as Exhibit “A” (hereinafter, the “Scope of Services”). 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 Services. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of one (1) year commencing from the Effective Date of this Agreement (“Initial Term”). Following the conclusion of the Initial Term, the Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of two (2) one-year extension terms, in the sole and absolute discretion of CITY, provided CITY issues
written notice of its intent to so extend the Agreement no less than thirty (30) calendar days prior to the expiration of the Initial Term or any subsequent extension term unless the Agreement is otherwise terminated as provided under Section 5 below. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or cause.

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule (hereinafter, the “APPROVED RATE SCHEDULE”) which is found in Exhibit “A.”

B. CONSULTANT agrees that CONSULTANT shall perform the Services during the course of the term set forth in Section 1.3(A), above. CONSULTANT’s total compensation for the performance of all Services under this Agreement shall not exceed ___________________ DOLLARS ($_______) (hereinafter, the “Not-to-Exceed Sum”) per annum, unless such added expenditure is first approved by the CITY acting in consultation with the City Manager. In the event CONSULTANT’s charges are projected to exceed the Not-to-Exceed Sum prior to expiration of the Initial Term, or any approved extension thereof, CITY may suspend CONSULTANT’s performance pending CITY 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 Agreement. CITY shall be under no obligation to compensate CONSULTANT for sums in excess of such Not-to-Exceed Sum.

1.4 PAYMENT OF COMPENSATION: Compensation shall be paid to CONSULTANT in monthly basis for all services and tasks performed by CONSULTANT during the preceding month. At the end of each month during the term of this Agreement, the CONSULTANT shall submit to CITY a monthly itemized statement(s) lists and reasonably describes the specific services rendered and/or tasks performed and the number of personnel hours devoted to such effort; the date(s) upon which such services and/or tasks were performed; and the name of the person(s) performing the service or task along with their applicable hourly billing rate. Within fifteen (15) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 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 Services, 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 REPRESENTATIVE: The CITY hereby designates the City Manager (hereinafter, the “CITY Representative”) to act as its representative for the performance of this Agreement. The CITY Manager shall be chief City Representative. The CITY Representative or his/her designee shall act on behalf of CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or his/her designee.
2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates _________ to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his/her 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 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 Representative at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representative or its designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of 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 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, 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 and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT’s own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT’s failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT’s employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY’s acceptance of any work performed by CONSULTANT or on CONSULTANT’s behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience...
necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT’s profession.

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

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT’s strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the duration of this Agreement, provided such work does not unduly interfere with CONSULTANT’s competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not 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 EMPLOYEES OR AGENTS: If any of CONSULTANT’s officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative 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 reassigned to perform any of the Work.

2.8 OUTSIDE EMPLOYMENT: In its written personnel policies, CONSULTANT shall include the following provisions governing outside employment of its employees:

A. Such employment shall not interfere with the efficient performance of the employee's duties in the program of this Agreement;
B. Such employment shall not involve a conflict of interest or an appearance of conflict with the employee's duties in the program of this Agreement;

C. Such employment shall not involve the performance of duties which the employee should perform as part of his employment in the program of this Agreement; and

D. Such employment shall not occur during the employee's regular or assigned working hours in the program of this Agreement, unless, during the entire day on which such employment occurs, the employee is on vacation, compensatory leave or leave without pay.

CONSULTANT shall establish effective procedures to enforce these provisions and must provide specific procedures regarding outside employment of its full-time personnel whose duties are not readily confined to a standard workday or workweek. These personnel include, but are not limited to, Executive Directors and other employees whose responsibilities may require them to be available for duty during evenings or on weekends.

2.10. INDEPENDENT CONTRACTOR STATUS: 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: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
D. **Errors & Omissions 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 occurrence and shall be endorsed to include contractual liability.

3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer’s Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

3.4 **PRIMACY OF CONSULTANT’S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY’s elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY’s elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT’s insurance and shall not contribute with it.

3.5 **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.

3.6 **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 CITY’s financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its 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 and endorsements.

**IV. INDEMNIFICATION**

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

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys’ fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

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

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

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT’s subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of CITY’s choice.

4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days’ prior written notice of CITY’s intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. 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 Data within fifteen (15) calendar days of CITY’s written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY’s ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation or service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), or to comply with any applicable state, federal, or local law an event of default (hereinafter, “Event of Default”) shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a “Default Notice”) which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within ten (10) business days of CITY’s issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY’s employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY’s employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

ii. Within fourteen (14) calendar days of CITY’s issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT’s refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT’s failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT’s and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation
as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT’s refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY’s discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT’s issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY’s failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT’s Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT’s performance under this Agreement pending CONSULTANT’s cure of any Event of Default by giving CONSULTANT written notice of CITY’s intent to suspend CONSULTANT’s performance (hereinafter, a “Suspension Notice”). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY’s ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. 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.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT’s breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY’s exercise of its remedies under this Agreement.
G. In the event CITY is in breach of this Agreement, CONSULTANT’s sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

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

VI. **MISCELLANEOUS PROVISIONS**

6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. 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 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 **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.
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.

6.5 **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.

6.6 **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, indemnification and federal equal opportunity and nondiscrimination laws set forth in Section 2.9.

6.7 **CITY’S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 **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.

6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 **ATTORNEYS’ FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys’ fees and all other costs of such action.
6.12 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

6.13 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations, or other agreements, whether oral or written, made by any Party, which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF CUDAHY

By: Jose E. Pulido, City Manager

CONSULTANT

By: __________________________

Name: ________________________

Title: _________________________

APPROVED AS TO FORM:

By: __________________________

Office of the City Attorney
January 21, 2019

Attention: Mr. Jose E. Pulido, City Manager
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Subject: Proposal to Provide Municipal Human Resources Services

Dear Mr. Pulido:

Willdan is pleased to present the following submission to the City of Cudahy ("City") to perform implementation and administration services for the City’s Human Resources Department. This proposal is based on your Request for Proposal (RFP) dated January 7, 2019. It is our understanding that the City of Cudahy is seeking the services of a professional consulting firm to assist the City with the implementation and administration of the City’s overall Human Resources functions for a one-year term, with two one-year options to extend. Willdan is aware the intent of the City is to select a single firm to accomplish and supply all services outlined in the City’s RFP.

Willdan Engineering, a California Corporation, is part of Willdan Group, Inc. (WGI), a NASDAQ publicly-traded Delaware Corporation and nationwide firm serving more than 800 public agencies and private sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan was originally established as a civil engineering firm specializing in providing solutions for our public agency clients. Since that time, we have evolved into a professional consulting firm offering a broad array of services that allows us to provide a comprehensive and integrated approach to our clients’ planning, engineering, financial, personnel, economic, public facility, public safety, and energy sustainability solutions.

Willdan currently possesses the team needed to fulfill the City’s Human Resources needs. This is due largely to the work experience of Jennifer Maria, who would provide the City with the high-level Municipal Human Resources services required. Jennifer has 6+ years’ experience with management of Human Resources functions which includes but is not limited to, Employer/Employee Relations, Recruitment, Labor Negotiations, Employee Training and Development, Risk Management, Disciplinary Matters, Worker's Compensation, Job Classification/Compensation, City Budgeting practices, Employee Benefits, Strategic Planning, and more.

**Experience/Accomplishments Working with the City of Cudahy** — During Ms. Maria’s tenure with the City of Cudahy, she has accomplished the following: Labor Negotiations (FY 2012-15, FY 2015-19), Contract Negotiation/Compensation Study (City Manager), Classification Plan Update (2017), Negotiated/Implemented new Employee Benefit Plan (cost savings achieved), Managed CalPERS Audit (2013), Formalized new-hire orientation process, Implemented Fringe Benefits and Salary Plan (2015), improved Cudahy’s personnel related processes in alignment with best practices, provided essential management support to several departments during staff turnover period, played key-role in the resolution of complex risk management issues and/or claims against the City, and more. We will use this experience to streamline our work plan for this engagement and operate strictly within the proposed budget.

Willdan’s commitment is to provide the highest degree of value to the City of Cudahy. We appreciate the opportunity to present our experience/qualifications and are excited to possibly expand our working relationship with the City. Should you have any questions, or need additional information, please contact me at (562) 364-7600, or via email at slopez@willdan.com.

Sincerely,

Willdan Engineering

Salvador Lopez, Jr.
Director of Planning

Engineering and Planning | Energy Efficiency and Sustainability | Financial and Economic Consulting | National Preparedness and Interoperability
References:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Cudahy</td>
<td>Jose E. Pulido, City Manager</td>
</tr>
<tr>
<td></td>
<td>(323) 773-5143</td>
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<tr>
<td>5220 Santa Ana Street</td>
<td></td>
</tr>
<tr>
<td>Cudahy, CA 90201</td>
<td></td>
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<tr>
<td>Type of Project(s):</td>
<td>Human Resources Management</td>
</tr>
<tr>
<td>Dates:</td>
<td>2013 - 2018</td>
</tr>
<tr>
<td>Services Provided:</td>
<td>Ms. Maria has provided over 6+ years of service in the City's Human Resources Department in a management capacity providing a wide range of services related to the department, which included duties such as employer/employee labor negotiations, recruitment, Worker's Compensation program, employee benefit program, training and development, risk management, public presentations, high-level administrative support to the City management staff and City Council, as needed.</td>
</tr>
</tbody>
</table>

Budget and Schedule of Charges:

Willdan proposes the not-to-exceed fee of $116,480, which is valid for the first year of the contract.

Staff Hourly Rates

<table>
<thead>
<tr>
<th>Staff Member</th>
<th>Project Role</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jennifer Maria</td>
<td>Human Resources Manager</td>
<td>$140.00/hr.</td>
</tr>
</tbody>
</table>

Scope Work

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources Management</td>
<td>2 days per week (16 hours/wk.)</td>
<td>$140.00/hr.</td>
</tr>
</tbody>
</table>

Duties:

- Recruitments
- Employee Relations
- Job Classification and Compensation
- Employee Benefits
- Labor Negotiations
- Performance Evaluations
- Training and Staff Development
- Succession Planning
- Workers Compensation Program
- Special Projects, as needed

Reimbursable Expenses

<table>
<thead>
<tr>
<th>Travel</th>
<th>Reimbursement Rate</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Reimbursement</td>
<td>Not-to-exceed $2,500 per year</td>
<td>As needed</td>
</tr>
</tbody>
</table>

City shall reimburse Willdan for any costs incurred, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees to respond to the legal process of any governmental agency relating to City or relating to the project identified herein. Reimbursement shall be at Willdan's rates in effect at the time of such response.

In the event that a third party requests any documents, Willdan may charge such third party for providing said documents in accordance with Willdan's applicable rate schedule. County shall reimburse Willdan for any costs incurred, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees to respond to the legal process of any governmental agency relating to County or relating to the project identified herein. Reimbursement shall be at Willdan's rates in effect at the time of such response.
Jennifer Maria
Human Resources Manager

Profile Summary

Education:
5 BS, Business Administration, Mount Saint Mary's University, Los Angeles, California, 2015-Present
4 Undeclared, University of California, Los Angeles
3 Certificate of Completion, Grant Writing & Administration, California State University, Dominguez Hills, Carson, California

Experience
18+ Years

Ms. Jennifer Maria is a Willdan Engineering professional with 18+ years of experience as a public civil servant for a local government agency. Ms. Maria is highly experienced with the implementation and administration of Municipal Human Resources functions for public agencies (6+ years). She also possesses high-level administrative experience in the City Manager’s office, as well as in the management of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement and Public Service Programs.

Relevant Experience

City of Cudahy, California. Human Resources Manager. Planned, coordinated, administered and supervised programs and services for the City’s human resources services and activities including recruitment and selection, benefits administration, classification and compensation plan administration, worker’s compensation, employer-employee relations, labor negotiations, training, safety, risk management and related functions. Managed and participated in the development and implementation of goals, objectives, policies and priorities for assigned programs; recommends and administers policies and procedures. Negotiated labor agreements with associations and resolved sensitive and controversial issues in the course of managing the responsibility for all human resources services and activities. Monitored and evaluated the efficiency and effectiveness of service delivery policies, practices, methods and procedures; made recommendations for improvement. Coordinated and conducted the recruitment and selection process; screened applicants and listed job candidate qualifications; recommended eligible candidates for examination or interview; coordinated the oral board and participated in the interview process. Coordinated city-wide training and assessed training needs for all City staff. Conducted employee orientation; reviewed City policies, procedures and employee benefits; conducted exit interviews. Administered and maintained the City’s classification and compensation plan; conducted job analysis studies, salary and benefit surveys; received appeals and recommended appropriate solutions. Administered the Workers’ Compensation Program including reviewing initial workers’ compensation claims and determining type of claim to be established; served as liaison with injured workers, City staff, attorneys, medical providers, and investigators in the management of injured worker claims; and worked closely with injured employees, managers and supervisors regarding return to work issues. Assisted in the overall administration of health benefits program including conducting open enrollment for health benefits and coordinating information with third party benefit administrator. Selected, trained, motivated and evaluated staff; provided and/or coordinated staff training; worked with employees to correct deficiencies; implemented discipline and termination procedures. Participated in the development and administration of the annual budget; participated in the forecast of funds needed for staffing, equipment, materials and supplies; monitored and approved expenditures; implemented adjustments. Served as the liaison for personnel services with other divisions, anc outside agencies; assisted with disciplinary issues, advised managers, supervisors, and City Manager on handling employee issues; negotiated and resolved sensitive and controversial issues. Prepared and presented staff reports to City Council; prepared necessary correspondence. Coordinated with City Attorney, as needed, regarding various legal issues. Conducted a variety of organizational studies, investigations and operational studies; recommended modifications to personnel administration programs, policies and procedures, as appropriate. Coordinated the City’s risk management activities with carrier, and in consultation with the City Attorney and City Manager. Developed, coordinated and administered an effective safety program, and maintained required records. Participated in cross training and provides back up to other staff; assisted other office personnel in performing related administrative support functions; served as a back-up to other finance and/or City functions. Performed other duties as assigned.
RESUME - PROFESSIONAL EXPERIENCE

Chief Executive Officer – Traen & Associates, LLC (www.TraenandAssociates.com)  
Phoenix, Arizona. June 2007 – Present. (Human Resources Consultant/Management Services throughout the U.S.)  
Responsibilities: management of an acquired long term human resources management (Arizona) Firm; human resources business development/strategic planning and outreach; contract negotiations; human capital management; marketing and product/services design and delivery; technical human resources management, policy and manual authorship and services; human resource undergraduate and graduate curriculum design, development and facilitation; ethics researcher and author. Firm specialties include but are not limited to direct service to public sector and not for profit sector clients/employers in the areas of: AA/EEO compliance and investigations; ethics investigations, compliance, leadership and program initiatives; human resources executive and technical management including behavioral assessments and management of executive sourcing and assessment centers; employee and labor relations intervention and support; succession planning and workforce development; customized training and facilitation including keynote and workshop speakers, leadership retreats, curriculum design for on ground and web based instruction as well as direct instruction in on ground, web based (Webinars) and distance/on-line learning environments; public policy analysis, design and revisions; labor negotiation facilitation. The Firm is an authorized vendor under various procurement systems in the areas of human resources investigations, training, and management partnering services.

Responsibilities: service as a member of the City Manager’s Leadership Team; department administration and workforce management for an employee workforce of 2800 employees including all operating departments and two public safety agencies; executive management of HR Department; policy design and implementation; EEOC/federal/state compliance for all policy and regulatory matters; executive leadership for the divisions of Learning, Organization and Development; Benefits Administration and HR Administration; department administration; budget management of Department budget; served as a member of the organization’s Public Safety Retirement Board; Public Safety Fire Board; HR administration for five city commissions; executive recruiting service for Mayor/Council; citywide administration of employee and labor relations efforts; management of HRIS system; design, management and implementation of citywide Ethics Program including general workforce and elected officials; Ethics Officer for compliance and investigatory matters; administration of HR centralization efforts citywide including document imaging for records retention compliance/fingerprinting and background investigatory program.
Responsibilities: service as a member of the City Manager’s Executive Leadership Team; department administration and workforce management for an employee workforce of approximately 7000; EEOC/federal/state compliance for all applicable matters; citywide HR policy design and implementation including strategic planning and succession planning strategies for all operating departments; administration of the City’s labor relations, organizational development and comprehensive training and development efforts; design of a collaborative labor program with the Police, Fire, CWA/TACE and AFSCME unions; administration of the citywide classification/compensation plan; administration of the Civil Service system for selection, discipline and merit awards; service as a member of the Tucson Supplemental Retirement System Board of Directors (TSRS); design and administrate the City’s technical training program using HR Department resources; design and implementation of a citywide medical model; design and implementation of a citywide Ethics Initiative and Employee Code of Conduct; design and implementation of a citywide marketing campaign positioning the City of Tucson as the employer of choice for Southern Arizona; service as co-chair of a comprehensive pension system review process; design and implementation of long term executive sourcing process for department head level succession planning; design and implementation of a long term community outreach effort to develop and train the City’s future workforce.
Responsibilities: directed all recruitment and selection efforts, including executive assessment centers; pay and classification plan design and maintenance, including professional, technical, confidential and supervisory classifications; design, creation and implementation of citywide employee training and development activities, including formal academies for aspiring supervisors, front-line field operations supervisors, mid-management and executive management coaching academy as well as an advanced supervision institute for identified succession plan leadership, and a citywide ethics initiative; needs assessment, development and implementation of systems as well as policies and procedures in support of all human resources functions; supervise department consultants and technicians; manage consultants who are providing training, classification, testing and/or other related services; upgrade current recruitment and testing programs; serve as internal consultant on the development of state-of-the-art practices and programs to build and maintain a qualified workforce; development and management of a comprehensive education program including tuition reimbursement; design and implementation of leadership academies for the fields of ethics based organization development and cultural awareness; development and maintenance of partnerships with local colleges and universities for a management internship program; design and implementation of auxiliary specialized advanced education programs for all city departments; facilitate EAP program delivery and specialized services to employees and their families; department management through the use of advanced cross training strategies based on long term customer service planning; serve as chief labor negotiator representing the City Council with the AFSCME labor union; implementation of RESOLVE collaboration methodology as a labor strategy for grievances and discipline as well as formal negotiations; EEOC/federal/state compliance for recruitment/selection/compensation matters.

Responsibilities: human resources department management for a workforce of 3500, federal and state wage/hour law/EEOC compliance; state/national labor market trend analysis to develop applicant pools in compliance with affirmative action policy; liaison with local Chamber of Commerce for business partnership programs; Chief Negotiator for annual collective bargaining with (1800) member labor union; evaluation system for all service divisions, compensation level placement, employee transfer system, recruitment/interview/selection/induction process, substitute employee program, support staff orientation program, human resource department computer software (HMS) conversion, division cross-training program, grievance officer; position analysis for reclassification for merited upgrades; development and facilitation of employee development programs; co-author of human resource policies and procedures impacting the entire workforce; local and national conference planner, speaker, and trainer.

**Post-Secondary Education Public Service:**

**District Director** - Job Training Partnership Act Program - Central Arizona College, Coolidge, Arizona.
Responsibilities: served as liaison to Pinal County Private Industry Council; comprehensive training program design, development and marketing; RFP/grant writing/administration (annual program budget $ 400,000.00); annual budget design/management; analysis of national and state
labor market trends; liaison to private business and industry, county residents, students, faculty, staff, administrators; negotiate employer linkages/contracts; faculty/paraprofessional/staff supervision; design/evaluation of staff job descriptions; staff salary reclassification negotiation; evaluation of program staffing needs district-wide; negotiation of grant/contract awards; design and implementation of curricula/training programs; staff development in-service; training curriculum design for career/job preparation activities for students district-wide; instructor for career advancement, job preparation, job search technique courses; liaison with county and state agencies; program policy development, evaluation, implementation. Prior service as a leader within the Student Affairs Division serving students through the Upward Bound and Special Services Programs countywide.

EDUCATION

Doctor of Public Administration
Arizona State University, Tempe, Arizona
College of Public Programs - School of Public Affairs (Employee/Labor Relations/Ethics Based Leadership)

Doctor of Education
Arizona State University, Tempe, Arizona
College Of Education - Department of Higher and Adult Education (Training/Organizational Development)

Master of Arts (With Honor)
Wheaton College, Wheaton, Illinois
Department Of Counseling Psychology

Bachelor of Arts
University Of Arizona, Tucson, Arizona
Major: Psychology Minor: Quantitative Methods

CAREER HIGHLIGHTS

ASU College of Public Programs
School of Public Affairs
Alumni Hall of Fame Inductee

International Personnel Management Association's Delegate to
Solihull, England for 'Society of Chief Personnel Officers' Conference

International Public Management Association for Human Resources – Western Region Agency Award for Excellence (Awarded for Visioning and Strategic Direction for the Human Resources Department ) City of Tucson, Arizona
Judicial Merit Commission Member
Maricopa County Superior Court System

Faculty Associate Excellence in Teaching Award
Arizona State University - College of Public Programs - School of Public Affairs

Delegate - Annual White House Conference on Character Building For a Democratic, Civil Society Washington, D.C.

President, Western Region IPMA-HR (International Public Management Association for Human Resources)

ADVANCED LEADERSHIP DEVELOPMENT

JFK School of Government – Harvard University The Art and Practice of Ethics Based Leadership In - Residence Executive Training

National Board for Certified Counselors - National Certified Counselor (NCC #534)

RESOLVE Collaboration/Conflict Resolution Labor/Employee Relations Methods

CERTIFICATION

Advanced Mediation Training – Office of the Arizona Attorney General

Arizona Community College Teaching Certificate – Maricopa County Community College District & Pima County Community College District - Teaching Fields: Psychology, Counseling, Business and Industrial Management, Human Resources

Conflict Dynamic Profile™ - Credentialed Administrator

Interest Based Budget/Negotiations/Conflict Resolution

IPMA-HR SCP

MBTI - Myers-Briggs Personality Type Inventory – Credentialed Administrator

SHRM-SCP

CAREER LEADERSHIP/AFFILIATIONS

American Association of School Personnel Administrators

American Society for Personnel Administrators

Arizona School Personnel Association - Chapter President
Arizona Association of School Business Officials

Arizona Chapter - International Public Management Association-HR

Arizona Chapter - School Personnel Administrators Association

International Public Management Association – HR; Western Region IPMA-HR Service - IPMA-HR Western Region President; IPMA-HR Arizona Chapter President; IPMA-HR Government Affairs Task Force

Society for Human Resources Management
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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of ______________ 2019 (hereinafter, the “Effective Date”), by and between the CITY OF CUDAHY, a municipal corporation (“CITY”) and Willdan Engineering (hereinafter, “CONSULTANT”). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONSULTANT interchangeably.

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services: municipal human resources services; and

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

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.

ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in Exhibit “A” (hereinafter referred to as the “Scope of Services”). 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 Services. For the purposes of this Agreement the aforementioned services and tasks set forth in
the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”

1.2 TERM: This Agreement shall have a term of one (1) year (hereinafter, the “Term”) commencing from the Effective Date, unless earlier terminated as provided elsewhere in this Agreement. This Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of two (2) one-year extension terms, in the sole and absolute discretion of CITY, provided CITY issues written notice of its intent to so extend the Agreement no less than thirty (30) calendar days prior to the expiration of the initial Term or any subsequent extension term. Nothing in this subsection shall operate to prohibit or otherwise restrict the CITY’s right to terminate this Agreement at any time for convenience or for cause as provided herein.

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation rate, which is set forth in Exhibit “A.”

B. CONSULTANT’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of ONE HUNDRED SIXTEEN THOUSAND AND FOUR HUNDRED EIGHTY DOLLARS ($116,480.00) (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the CITY. 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 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 Agreement.

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 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all 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. All other “Documents and Data” as defined in paragraph 6.1 shall be and remain property of the CITY.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, 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 designee, which designee the CITY may assign by notifying CONSULTANT in writing, 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 designee.

2.2 CONSULTANT’S REPRESENTATIVES: CONSULTANT hereby designates Jennifer Maria or designee, which designee CONSULTANT may assign by notifying CITY in writing, to act as its representative for the performance of this Agreement (hereinafter, “CONSULTANT Representative”). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or 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 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 written approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of 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 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 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 and made available to CITY for copying and inspection.

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 within three (3) business days upon their discovery by either Party and shall be completed within no more than fifteen (15) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion except for any error or omission which may be a hazard to health or life safety in which case corrective action shall be taken immediately and shall be diligently completed. 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 skillfully, competently and to the highest standards of CONSULTANT’s profession.

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

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT’s strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT’s competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not 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 EMPLOYEES 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 reassigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT’s compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 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.

2.10 INDEPENDENT CONTRACTOR STATUS: 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: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
B. **Automobile Liability Insurance**: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. **Workers’ Compensation Insurance/ Employer’s Liability Insurance**: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. **Errors & Omissions 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 occurrence and shall be endorsed to include contractual liability.

3.2 **ADDITIONAL INSURED REQUIREMENTS**: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 **REQUIRED CARRIER RATING**: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers’ Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

3.4 **PRIMACY OF CONSULTANT’S INSURANCE**: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY’s elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY’s elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT’s insurance and shall not contribute with it.

3.5 **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.

3.6 **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 CITY’s financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its 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 and endorsements.

IV.

INDEMNIFICATION

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

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys’ fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT’s performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

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

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

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY’s elected and appointed officials, officers, employees, agents and
volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT’s subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY’s choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days’ prior written notice of CITY’s intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. 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 Data within fifteen (15) calendar days of CITY’s written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY’s ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, “Event of Default”) shall occur. For all Events of
Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a “Default Notice”) which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; and (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within five (5) business days of CITY’s issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY’s employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY’s employees or agents under this Agreement. Prior to the expiration of the 5-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 5-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.i. that exceeds seven (7) calendar days from the end of the initial 5-day cure period; or

ii. Within fourteen (14) calendar days of CITY’s issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT’s refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT’s failure to fulfill or perform its obligations under this Agreement.
Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT’s and/or its employees’ disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT’s refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY’s discovery that a statement, representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT’s issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY’s failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT’s Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT’s performance under this Agreement pending CONSULTANT’s cure of any Event of Default by giving CONSULTANT written notice of CITY’s intent to suspend CONSULTANT’s performance (hereinafter, a “Suspension Notice”). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY’s ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. 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.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under
this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT’s breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement by CONSULTANT or in the CITY’s exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT’s sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

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

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications,
notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. 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 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

6.4 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:
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.

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

6.6 **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.

6.7 **CITY’S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 **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.

6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation
between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS’ FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys’ fees and all other costs of such action.

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

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or
understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

CITY OF CUDAHY:

By: ____________________________  By: ____________________________

Title: ____________________________  Title: ____________________________

Date: ____________________________  Date: ____________________________

CONSULTANT:

APPROVED AS TO FORM:

By: ____________________________
EXHIBIT “A”  
Scope of Services
STAFF REPORT

Date: March 19, 2019
To: Honorable Mayor / Chair and City Council / Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: Adoption of a Proposed Resolution No. 19-08 Amending the City of Cudahy Fiscal Year (FY) 2018-19 City Budget

RECOMMENDATION

The City Council is requested to:

1. Receive and file the Fiscal Year (FY) 2018-19 Mid-Year Budget review and related reports; and

2. Adopt Proposed Resolution No. 19-08 approving the requested amendments to the FY 2018-19 City Budget as follows: increasing certain revenues in the General Fund by $210,300 and decreasing other General Fund revenues by $210,300.

BACKGROUND

1. On June 14, 2018, the City Council passed Resolution 18-30 adopting the Fiscal Year 2018-19 City Budget.

2. On September 18, 2018, the City Council passed Resolution 18-45 amending the City of Cudahy FY 2018-19 City Budget increase General Fund appropriations by $18,815 and AQMD Fund appropriations by $59,000.

3. On October 16, 2018, the City Council passed Resolution 18-47 amending the Classification Plan for City Employees and passed Resolution 18-48 amending the Adopted Fringe Benefits and Salary Plan Establishing Provisions for All Full-time Employees, and Hourly Employees.

**ANALYSIS**

The primary purpose of the FY 2018-19 Mid-Year Budget review process is to provide the City Council with an opportunity to review and adjust the original revenue projections and budgeted appropriations based on six months of activity. The proposed budget adjustments are a result of changes in revenues projections based on revenues received between July 1, 2018 and December 31, 2018, as well as adjustments in expenditures due to better information that was not previously available at the time the City Budget was adopted. It is through staff’s significant diligence to ensure responsible spending that allows for operating expenditures not to increase. Although some of our revenue estimates have not done as well as anticipated, namely building permits; and parking citations, other revenues have met budget or are on track to exceed budgeted estimates, these are: Motor Vehicle In-Lieu; Sales Tax; street excavation permit; and parking permits. The City continues to monitor revenues monthly and to strictly control expenditures. Details of revenues and expenditures are provided below in seven sections.

1. **FY 2018-19 GENERAL FUND REVENUES**

Staff completed revenue analysis for the FY 2018-19 General Fund revenues. Although some revenues are in line with our budget projections, there are other revenue estimates that require adjustments. The table below summarizes the City’s significant General Fund revenues and provides an overview of the recommended changes based on Mid-Year Budget review by City staff.

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>2018-19 Budget</th>
<th>2018-19 Revised Projection</th>
<th>Increase/Decrease</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>$2,543,520</td>
<td>$2,597,820</td>
<td>$54,300</td>
<td>2%</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>$300,000</td>
<td>$300,000</td>
<td>-$</td>
<td>0%</td>
</tr>
<tr>
<td>Intergovernmental Revenues</td>
<td>$2,959,750</td>
<td>$3,035,750</td>
<td>$76,000</td>
<td>3%</td>
</tr>
<tr>
<td>Fines &amp; Forfeitures</td>
<td>$175,000</td>
<td>$175,000</td>
<td>-$</td>
<td>0%</td>
</tr>
<tr>
<td>Building &amp; Safety</td>
<td>$205,000</td>
<td>$227,000</td>
<td>$22,000</td>
<td>11%</td>
</tr>
<tr>
<td>Use of Money / Property</td>
<td>$869,500</td>
<td>$869,500</td>
<td>-$</td>
<td>0%</td>
</tr>
<tr>
<td>Charges for Services – Planning/Engineering</td>
<td>$71,000</td>
<td>$129,000</td>
<td>$58,000</td>
<td>82%</td>
</tr>
<tr>
<td>Charges for Services – Miscellaneous</td>
<td>$122,500</td>
<td>$122,500</td>
<td>-$</td>
<td>0%</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>$1,617,002</td>
<td>$1,406,702</td>
<td>$210,300</td>
<td>-13%</td>
</tr>
<tr>
<td>Other</td>
<td>$172,500</td>
<td>$172,000</td>
<td>-$</td>
<td>0%</td>
</tr>
</tbody>
</table>
The total General Fund revenue adjustment is an increase of $210,300 and a decrease of $210,300 for no change in overall budgeted revenue. Following are the details of these revenue changes.

A. **Taxes**: Sales Tax projections declined $94,000 the Second Quarter in FY 2018-19 over the same quarter in FY 2017-18. The decline mostly attributed to the decline in sales of general consumer goods due to closure of major retail store(s). Effective April 1, 2018, the sales tax in the City will increase by 3/4 of a cent bringing the total tax rate to 10 1/4 cent. This increase is anticipated to increase sales tax revenue by $148,300 quarterly. Based upon the preceding items, a budget increase of $54,300 is recommended at this time.

B. **Intergovernmental Revenues**: Motor Vehicle In-Lieu fee (VLF) was established in 1935 as a uniform statewide tax, the VLF is a tax on the ownership of a registered vehicle in place of taxing vehicles as personal property. By law, all revenues from the VLF fund city and county services, but the state legislature controls the tax rate and the allocation among local government. In the 2004 budget agreement, the Legislature permanently reduced the VLF tax rate and eliminated State General Fund backfill to cities and counties. Instead, cities and counties now receive additional transfers of property tax revenues as VLF. The budgeted VLF for FY 2018-19 is $2,616,000. Based on the first allocation received in January 2019, a budget increase of $76,000 is recommended at this time.

C. **Fines & Forfeitures**: Court Fines are revenues collected from citations written from both the Los Angeles County Sheriffs and authorized City staff. The timing for the payment of those citations is dependent upon the recipients acknowledging the citation and making payment. People often choose to wait until they renew their driver’s license or vehicle registration before they realize they are required to get up-to-date with outstanding citations. The City does not have the internal staffing resources to process citations and appeals and instead uses a vendor to perform those functions.

D. **Building & Safety**: Since the adoption of the General Plan, there has been an increase in developers seeking to have projects in the City of Cudahy. Accordingly, the revenues for building and planning services have increased. It is expected the revenues, and associated costs, will increase by $22,000 for FY 2018-19. Based upon the estimated increase in activity, a budget increase of $22,000 is recommended at this time.

E. **Use of Money and Property**: Fees are collected for the use of City facilities including the fields at the various parks.

F. **Charges for services – Planning**: Since the adoption of the General Plan, there has been an increase in developers seeking to have projects in the City of Cudahy. Accordingly, the revenues for building and planning services have increased. It is expected that the
revenues, and associated costs, will increase by $58,000 for FY 2018-19. Based upon the estimated increase in activity, a budget increase of $58,000 is recommended at this time.

G. **Licenses & Permits:** The Fiscal Year (FY) 2018-19 City Budget estimated that the monthly [non] Operating Fees from Development Agreements would be $680,000. This was a conservative estimate based upon minimum [non] operating fees and planning on several of the operators being operating. The estimates were based upon the size and various licenses types, the site would conservatively bring in. Based upon the current activity and approval by entities outside of the City of Cudahy, the revenue estimates are being reduced as the operations will not begin as soon as had been anticipated. A budget decrease of $210,300 is recommended at this time. The decrease is based on the City having received $90,500 and projecting to receive past due and projected amounts of $379,200 by June 30, 2019 for a total revised estimated revenue of $469,700.

2. **FY 2018-19 GENERAL FUND EXPENDITURES**

The adoption of the FY 2018-19 City Budget estimated total General Fund operating expenditure of $8,925,785. The table below summarizes staff’s recommendation for adjustments to department's operating expenditures.

<table>
<thead>
<tr>
<th>Department</th>
<th>2018-19 Amended Budget</th>
<th>2018-19 Revised Budget</th>
<th>Increase</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Council</td>
<td>$253,402</td>
<td>$228,402</td>
<td>($25,000)</td>
<td>-9.9%</td>
</tr>
<tr>
<td>City Manager (Personnel)</td>
<td>$900,973</td>
<td>$936,356</td>
<td>$35,383</td>
<td>3.9%</td>
</tr>
<tr>
<td>City Attorney</td>
<td>$185,000</td>
<td>$257,000</td>
<td>$72,000</td>
<td>38.9%</td>
</tr>
<tr>
<td>City Clerk</td>
<td>$214,553</td>
<td>$188,153</td>
<td>($26,400)</td>
<td>-12.3%</td>
</tr>
<tr>
<td>Finance</td>
<td>$394,914</td>
<td>$409,707</td>
<td>$14,793</td>
<td>3.8%</td>
</tr>
<tr>
<td>Community Development</td>
<td>$701,227</td>
<td>$795,051</td>
<td>$93,824</td>
<td>13.4%</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>$637,612</td>
<td>$630,612</td>
<td>($7,000)</td>
<td>-1.1%</td>
</tr>
<tr>
<td>Public Safety</td>
<td>$4,271,101</td>
<td>$4,213,501</td>
<td>($57,600)</td>
<td>-1.4%</td>
</tr>
<tr>
<td>Facility Operations</td>
<td>$1,367,003</td>
<td>$1,267,003</td>
<td>($100,000)</td>
<td>-7.3%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$8,925,785</td>
<td>$8,925,785</td>
<td>-</td>
<td>-0.0%</td>
</tr>
</tbody>
</table>

The net increases in costs were off-set by a reduction/savings in existing budgeted items and the reallocation of existing budgeted items. The total General Fund change in estimated expenditures to the budget is $0. That change in estimated expenditures will be offset by an change in estimated revenues of $0 for a net change in General Fund of $0. Additional details for the increases or (decreases) can be found in Attachment A.

Resolution No. 18-30 adopting the FY 2018-19 City-Wide Budget allows the City Manager to amend the City budget so long as the total fund appropriations are not increased.

- The City Attorney’s Office provides monthly services and special projects services to the
City including services for the exploration of future revenues to the City. The City Council set the budget of the City Attorney at $185,000. Given the items that have been requested of the City Attorney’s office relating to closed session items and ballot measures that were placed on the November 6, 2018 general elections an additional $72,000 ($60,000 for closed section items and $12,000 for ballot measures) is being requested at this time.

- The City Manager Department had an increase of $35,383. The Personnel Department had net additional payment of $18,721 to PERS for employer retirement contributions for a former and retired employees. There will be a $10,000 reduction to the City Council/Commissioner/Employee recognition dinner. There is a salary increase of $19,505 for personnel costs due to an Administrative Analyst position that was approved at the City Council meeting on October 16, 2018. The amount of by $19,505 will be added for the last quarter of FY 2018-19. The final item to be increased is $7,157 related to the vacation / sick buyback described later in this report.

- The City Council approved a Public Safety Parcel Tax ballot measure to be included on the November 6, 2018 general election. $25,000 was designated in the FY 2018-19 budget for Public Safety education. Only $12,000 of that amount is being transferred to the City Attorney Department for time spent on writing and reviewing the proposed November 2018 ballot measures including the drafting of the resolutions relating to the Casino Tax, Sales Tax, and Parcel Tax resolutions / ballot measures. The remaining amounts of $13,000 not spent on consultants for those matters are being reduced from the City Council expenditures to be available for increases in expenditures in other General Fund departments.

- The City Clerk Office will realize a reduction/savings of $26,400. There will be $15,400 in budget transferred from the City Clerk’s department to Purchasing Department to reflect time spent in purchasing activities. The amended budget anticipated hiring a full-time Assistant City Clerk and Junior Deputy City Clerk. The expenditure savings related to delayed filling of the full-time position will be $11,000.

- Once a year, employees who earn and maintain vacation and sick time beyond a minimum threshold of 50 hours, are allowed to sell back excess hours. During FY 2018-19, $31,365 in vacation and sick hours were purchased from various eligible employees. $35,373 was the General Fund and $5,992 the Gas Tax Fund. Of the $25,373 charged to the General Fund, $5,893 is attributed to the Finance Department, $2,324 to the Community Development Department, and $27,157 to the City Manager Department.

- The Finance Department will have additional expenditures relating to time spent on purchasing activities in the amount of $15,400 due to the Deputy City Clerk still filling in on a limited basis the duties relating to the purchasing function. There will also be additional expenditure of $5,000 for the OPEB valuation which was budgeted as part of FY 2017-18 yet were not incurred until FY 2018-19. The City Council requested revenue
options for the November 2018 election including but not limited to a General Sales Tax and a Public Safety Parcel Tax. The amount of $11,500 not spent on consultants for those matters are being reduced from the Finance Department expenditures to be available for increases in expenditures in other General Fund Departments.

- The Community Development Department has incurred costs in FY 2018-19 relating to the General Plan. The General Plan was finalized in FY 2018-19, accordingly, costs of $11,500 were incurred in the fiscal year which was budgeted in FY 2017-18. Since the approval of the General Plan there are expected increase in costs incurred for building and planning services. It is expected costs will increase by $80,000 over the original budget amount. An equal amount of building and planning permit revenues has been included as part of the estimated increase of revenues. The budgeted expenditures in the Planning Department for Development Agreements / Development Review Permits had an original budget of $150,000. An equal amount of cost reimbursement revenue was budgeted. Based upon future costs incurred an equal increase of revenues and expenditures is expected. An estimate of those increased services is not estimated at this time.

- Public Safety costs in in the Municipal Enforcement Department will be reduced by $64,600 by not hiring additional staffing until April 2019. The Crossing Guard Department included funding of $19,000 for two school crosswalk sites. The school district has not chosen to fund the two other school crosswalk sites that the City has funded in the previous fiscal year. At the February 5, 2019, the City Council passed a motion to add crossing guards to the mid-year budget on Elizabeth Street and Clara Street. The cost of the two additional crosswalk sites for March 2019 to June 30, 2019 would be $7,000. It was recommended by the City Council that the amount be funded from the Community Development Program receipts. The City Council approved the Parks and Recreation Department of $50,000 for Partnerships with Non-Profits from the Community Benefit Program. Accordingly, contractual services in the Parks and Recreation Department will be reduced by $7,000 and the Crossing Guard Department will be increased by $7,000.

- Facility Operations Department is responsible for building maintenance and repairs as well as non-departmental costs of the City. The cost of the roof replacement for Lugo and Clara Park facilities exceed the amount that was approved as part of the City-Wide budget. Accordingly, the roofs of the facilities will be repaired to delay further damage to City facilities until a funding source can be identified for roof replacement and other facility repairs. Accordingly, $100,000 will be reduced from the Facility Operations Department budget. Of the remaining $50,000 the City anticipates using $43,000 to purchase some infrastructure from Southern California Edison which will allow the City to modernize the lighting and realize cost savings by the use of newer technology. In the future these newly acquired assets will be financed so the City will receive the outlay back and be able to lease the lighting to the Street Lighting District with the revenues that it receives annually resulting in no cost to the General Fund over time.
3. FUND BALANCE ANALYSIS

The unaudited Fund Balance at June 30, 2018 was $1,435,939. Based upon the current revenues of $2,215,453 and expenditures of $2,862,737 through December 31, 2018 the projected Unaudited Fund Balance at December 31, 2018 was $788,655 as shown on Attachment B.

Per Resolution No. 16-33 adopted on October 24, 2016, the City commits to maintaining the reserves of General Fund annual operating expenditures at an amount of no less than $900,000.

4. REVENUE SUMMARY REPORT

Provided Attachment C is a summary of actual revenues for the period of July 1, 2018 to December 31, 2018. By the end of the second quarter the percentage of revenue received is generally 50% except for those types of revenues that are received annually such as business licenses, animal licenses, parking permits and franchise fees. Further, the major revenues, such as sales tax and VLF, are not received equally over a 12 month period, thus providing a skewed percentage of actual receipts collected by the City to date.

5. EXPENDITURES SUMMARY REPORT

Provided Attachment D is a summary of actual expenditures for the period of July 1, 2018 to December 31, 2018. By the end of the second quarter the percentage expended was generally at 50%. As is the City’s policy, expenditures are kept to a minimum and, the programs that are contracted with Los Angeles County such as the Los Angeles County Sheriff’s Department are generally a month or two behind due to the County’s timing in invoicing the City.

6. PROJECTS FUNDED WITH SPECIAL REVENUE FUNDS

At this time, the City does not need to make budget adjustments to the Special Revenue funds in order to align the City’s budgeted expenditures with the budgets that have been or will be approved by the granting agencies.

CONCLUSION

Continuing in FY 2018-19, the City has undertaken the implementation of a General Plan update project which promises to transform the City into a more livable community for residents and an attractive place for investors and businesses.

Until such time as the City identifies recurring revenue streams the City is implementing best practices of Mid-Year Budget adjustments, leveraging resources and realistically estimating a
spending plan for the remainder of the fiscal year.

The City is being fiscally prudent by not requesting additional use of General Fund fund balance as part of mid-year review by reallocating resources or delaying projects. The estimated fund balance at December 31, 2018 was $788,655 and based upon the realization of budgeted revenues and expenditures the estimated General Fund balance will be $1,545,426 at June 30, 2019.

FINANCIAL IMPACT

The proposed resolution would increase certain revenues by $210,300 and a decrease other revenues by $210,300 in the General Fund, there is no change in the total General Fund expenditures.

ATTACHMENTS

A. FY 2018-19 Mid-Year City General Fund City Manager Adjustments
B. FY 2018-19 Fund Balance Analysis
C. Revenue Summary Report – Quarter Ending December 31, 2018
D. Expenditures Summary Report – Quarter Ended December 31, 2018
E. Proposed Resolution No. 19-08 to Amend the FY 2018-19 Budget
<table>
<thead>
<tr>
<th>Fund: 001 - General Fund</th>
<th>Amended Budget</th>
<th>Change in Estimates</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: 4001 City Council</td>
<td>228,402</td>
<td>(25,000)</td>
<td>203,402</td>
</tr>
<tr>
<td>Dept: 4011 City Manager</td>
<td>143,744</td>
<td>36,662</td>
<td>180,406</td>
</tr>
<tr>
<td>Dept: 4005 City Attorney</td>
<td>257,000</td>
<td>72,000</td>
<td>329,000</td>
</tr>
<tr>
<td>Dept: 4008 City Clerk</td>
<td>188,153</td>
<td>(26,400)</td>
<td>161,753</td>
</tr>
<tr>
<td>Dept: 4015 Personnel</td>
<td>792,612</td>
<td>(1,279)</td>
<td>791,333</td>
</tr>
<tr>
<td>Dept: 4151 Finance Admin</td>
<td>196,441</td>
<td>(6,500)</td>
<td>189,941</td>
</tr>
<tr>
<td>Dept: 4155 Finance</td>
<td>148,973</td>
<td>5,893</td>
<td>154,866</td>
</tr>
<tr>
<td>Dept: 4160 Business License</td>
<td>48,893</td>
<td>-</td>
<td>48,893</td>
</tr>
<tr>
<td>Dept: 4350 Recreation</td>
<td>479,152</td>
<td>(7,000)</td>
<td>472,152</td>
</tr>
<tr>
<td>Dept: 4410 Parks Maint.</td>
<td>151,460</td>
<td>-</td>
<td>151,460</td>
</tr>
<tr>
<td>Dept: 4210 Community Dev.</td>
<td>12,000</td>
<td>-</td>
<td>12,000</td>
</tr>
<tr>
<td>Dept: 4215 Planning</td>
<td>424,850</td>
<td>91,500</td>
<td>516,350</td>
</tr>
<tr>
<td>Dept: 4212 Building Reg.</td>
<td>76,000</td>
<td>-</td>
<td>76,000</td>
</tr>
<tr>
<td>Dept: 4501 Police Services</td>
<td>4,067,180</td>
<td>-</td>
<td>4,067,180</td>
</tr>
<tr>
<td>Dept: 4502 Cross. Guards</td>
<td>26,000</td>
<td>7,000</td>
<td>33,000</td>
</tr>
<tr>
<td>Dept: 4510 Animal Reg.</td>
<td>60,000</td>
<td>-</td>
<td>60,000</td>
</tr>
<tr>
<td>Dept: 4330 Code Enforcement</td>
<td>39,412</td>
<td>2,324</td>
<td>41,736</td>
</tr>
<tr>
<td>Dept: 4390 Municipal Enforcement</td>
<td>60,321</td>
<td>(64,600)</td>
<td>(4,279)</td>
</tr>
<tr>
<td>Dept: 4216 Engineer.</td>
<td>242,789</td>
<td>-</td>
<td>242,789</td>
</tr>
<tr>
<td>Dept: 4430 Street Light.</td>
<td>43,000</td>
<td>43,000</td>
<td>86,000</td>
</tr>
<tr>
<td>Dept: 4020 City Hall Ops</td>
<td>1,224,003</td>
<td>(143,000)</td>
<td>1,081,003</td>
</tr>
</tbody>
</table>

Total: $8,925,785 $ - $8,925,785
## City of Cudahy
### FY 2018-19 Fund Balance Analysis

**Budget FY 2018-19 Amendments and FY 2018-19 Adopted Budget Adjustments Mid-Year Budget Review FY 2018-19 December 2018**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Fund Balance July 1, 2018</strong></td>
<td>1,435,939</td>
<td>-</td>
<td>1,435,939</td>
<td>1,435,939</td>
<td></td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td>9,035,272</td>
<td>-</td>
<td>9,035,272</td>
<td>2,215,453</td>
<td></td>
</tr>
<tr>
<td><strong>Estimated Expenditures</strong></td>
<td>(8,906,970)</td>
<td>(18,815)</td>
<td>(8,925,785)</td>
<td>(2,862,737)</td>
<td></td>
</tr>
<tr>
<td><strong>Surplus/Deficit</strong></td>
<td>128,302</td>
<td>(18,815)</td>
<td>109,487</td>
<td>(647,284)</td>
<td></td>
</tr>
<tr>
<td><strong>Estimated Fund Balance June 30, 2018</strong></td>
<td>$1,564,241</td>
<td></td>
<td>1,545,426</td>
<td></td>
<td>788,655</td>
</tr>
<tr>
<td><strong>Estimated Fund Balance December 31, 2018</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2017-18 Budget</td>
<td>2017-18 Year to Date</td>
<td>2018-19 Budget</td>
<td>2018-19 Year to Date</td>
<td>Received Percent</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>----------------</td>
<td>----------------------</td>
<td>----------------</td>
<td>----------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td><strong>Taxes</strong></td>
<td>2,632,030</td>
<td>995,318</td>
<td>2,543,520</td>
<td>827,544</td>
<td>33%</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>214,200</td>
<td>77,689</td>
<td>300,000</td>
<td>76,957</td>
<td>26%</td>
</tr>
<tr>
<td>Intergovernmental Revenues</td>
<td>3,223,000</td>
<td>375,000</td>
<td>2,959,750</td>
<td>344,718</td>
<td>12%</td>
</tr>
<tr>
<td>Fines &amp; Forfeitures</td>
<td>229,000</td>
<td>54,458</td>
<td>175,000</td>
<td>38,588</td>
<td>22%</td>
</tr>
<tr>
<td>Building &amp; Safety</td>
<td>205,000</td>
<td>94,100</td>
<td>205,000</td>
<td>126,259</td>
<td>62%</td>
</tr>
<tr>
<td>Use of Money / Property</td>
<td>144,500</td>
<td>91,659</td>
<td>869,500</td>
<td>81,251</td>
<td>9%</td>
</tr>
<tr>
<td>Charges for Services - Planning/Engineering</td>
<td>71,000</td>
<td>38,638</td>
<td>71,000</td>
<td>71,852</td>
<td>101%</td>
</tr>
<tr>
<td>Charges for Services - Miscellaneous</td>
<td>129,500</td>
<td>76,744</td>
<td>122,500</td>
<td>67,660</td>
<td>55%</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>1,010,600</td>
<td>728,790</td>
<td>1,617,002</td>
<td>471,415</td>
<td>29%</td>
</tr>
<tr>
<td>Other</td>
<td>162,000</td>
<td>126,560</td>
<td>172,000</td>
<td>109,208</td>
<td>63%</td>
</tr>
<tr>
<td><strong>Total General Fund Revenue</strong></td>
<td>$ 8,020,830</td>
<td>2,658,956</td>
<td>$ 9,035,272</td>
<td>2,215,453</td>
<td>25%</td>
</tr>
</tbody>
</table>
## City of Cudahy
### Expenditure Summary Report
#### Quarter Ending - December 31, 2018

### Attachment D

#### Budget Year to Date  | Amended Year to Date  | Expended % of Budget
|------------------------|-----------------------|-----------------------------
| Jul - Dec              | Jul - Dec             |                             |

### City Council
- **Dept: 4001 City Council**
  - Budget: 150,166
  - Year to Date: 62,388
  - Amended: 253,402
  - Expended: 86,123
  - % of Budget: 34%

### City Manager
- **Dept: 4011 City Manager**
  - Budget: 80,849
  - Year to Date: 61,393
  - Amended: 107,082
  - Expended: 65,091
  - % of Budget: 61%
- **Dept: 4015 Personnel**
  - Budget: 456,778
  - Year to Date: 191,459
  - Amended: 793,891
  - Expended: 221,219
  - % of Budget: 28%
  - Total Budget: 537,627
  - Total Year to Date: 252,852
  - Total Amended: 900,973
  - Total Expended: 286,311
  - % of Budget: 32%

### City Attorney
- **Dept: 4005 City Attorney**
  - Budget: 185,000
  - Year to Date: 42,353
  - Amended: 185,000
  - Expended: 160,345
  - % of Budget: 87%
- **Dept: 4800 Litigation**
  - Budget: 185,000
  - Year to Date: 42,353
  - Amended: 185,000
  - Expended: 160,345
  - % of Budget: 87%

### City Clerk
- **Dept: 4008 City Clerk**
  - Budget: 149,581
  - Year to Date: 51,396
  - Amended: 214,553
  - Expended: 60,200
  - % of Budget: 28%

### Finance
- **Dept: 4151 Finance Administration**
  - Budget: 172,193
  - Year to Date: 60,279
  - Amended: 202,941
  - Expended: 53,686
  - % of Budget: 26%
- **Dept: 4155 Finance**
  - Budget: 133,209
  - Year to Date: 57,593
  - Amended: 143,080
  - Expended: 57,275
  - % of Budget: 40%
- **Dept: 4018 Purchasing**
  - Budget: 42,051
  - Year to Date: 25,318
  - Amended: 48,893
  - Expended: 11,056
  - % of Budget: 23%
- **Dept: 4160 Business License**
  - Budget: 347,453
  - Year to Date: 149,639
  - Amended: 394,914
  - Expended: 129,204
  - % of Budget: 33%

### Community Development
- **Dept: 4210 Community Development Dept.**
  - Budget: 78,853
  - Year to Date: 6,601
  - Amended: 12,000
  - Expended: 10,913
  - % of Budget: 91%
- **Dept: 4215 Planning**
  - Budget: 296,980
  - Year to Date: 211,286
  - Amended: 333,350
  - Expended: 201,021
  - % of Budget: 60%
- **Dept: 4212 Building Regulation**
  - Budget: 76,000
  - Year to Date: 34,965
  - Amended: 76,000
  - Expended: 1,901
  - % of Budget: 3%
- **Dept: 4230 Code Enforcement**
  - Budget: 59,829
  - Year to Date: 20,495
  - Amended: 37,088
  - Expended: 26,081
  - % of Budget: 70%
- **Dept: 4216 Engineering**
  - Budget: 227,843
  - Year to Date: 69,282
  - Amended: 242,789
  - Expended: 149,420
  - % of Budget: 62%
  - Total Budget: 739,505
  - Total Year to Date: 149,639
  - Total Amended: 394,914
  - Total Expended: 129,204
  - % of Budget: 33%

### Parks and Recreation
- **Dept: 4350 Recreation**
  - Budget: 479,902
  - Year to Date: 193,407
  - Amended: 486,152
  - Expended: 195,918
  - % of Budget: 40%
- **Dept: 4410 Parks Maintenance**
  - Budget: 224,783
  - Year to Date: 93,947
  - Amended: 151,460
  - Expended: 54,027
  - % of Budget: 36%
  - Total Budget: 704,685
  - Total Year to Date: 287,354
  - Total Amended: 637,612
  - Total Expended: 249,945
  - % of Budget: 32%

### Public Safety
- **Dept: 4501 Police Services**
  - Budget: 3,288,781
  - Year to Date: 938,031
  - Amended: 4,067,180
  - Expended: 899,724
  - % of Budget: 22%
- **Dept: 4520 Crossing Guards**
  - Budget: 60,000
  - Year to Date: 31,758
  - Amended: 60,000
  - Expended: 31,329
  - % of Budget: 52%
- **Dept: 4530 Municipal Enforcement**
  - Budget: 41,473
  - Year to Date: 12,065
  - Amended: 124,921
  - Expended: 9,389
  - % of Budget: 8%
  - Total Budget: 3,390,254
  - Total Year to Date: 981,854
  - Total Amended: 4,271,101
  - Total Expended: 947,865
  - % of Budget: 22%

### Facility Operations
- **Dept: 4020 City Hall Operations**
  - Budget: 1,028,820
  - Year to Date: 522,983
  - Amended: 1,367,003
  - Expended: 553,408
  - % of Budget: 40%
- **Dept: 4800 Litigation**
  - Budget: 1,028,820
  - Year to Date: 522,983
  - Amended: 1,367,003
  - Expended: 553,408
  - % of Budget: 40%

### Total General Fund
- **Budget: 7,233,091**
  - Year to Date: 2,696,958
  - Amended: 8,925,785
  - Expended: 2,862,737
  - % of Budget: 32%
RESOLUTION NO. 19-08

WHEREAS, the City of Cudahy ("City") wishes to amend the Approved Fiscal Year 2018-19 City of Cudahy Budget (hereinafter, the "Budget"); and

WHEREAS, the City Council of the City of Cudahy ("City") passed Resolution 18-30 adopting the Fiscal Year 2018-2019 budget.

WHEREAS, Under Section 3 of Resolution 18-30 the City Manager does not have the authority to amend the Approved Fiscal Year 2018-19 City Budget administratively when the total appropriations result in an increase and accordingly, City Council approval is necessary.

WHEREAS, the amount of the amendment does not increase the total appropriations of the General and Special Revenue Funds.

WHEREAS, the amount of the amendment would increase and decrease certain estimated revenues of the General Fund and not change any of the revenues of the Special Revenue Funds.

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

SECTION 1. The authorized budget for the General Fund of the City are hereby amended as follows:

GENERAL FUND

REVENUE Increase
- Sales Tax $ 54,300
- Intergovernmental $ 76,000
- Building and Safety $ 22,000
- Charges for Services – Planning and Engineering $ 58,000

REVENUE Decrease $ 210,300
- Licenses & Permits

EXPENDITURE Increase / Decrease $ 0

SECTION 2. The expenditures comprising the increase/decrease identified in Section 1 above are described in the Expenses table, attached hereto as Exhibit A.

SECTION 3. The City Council hereby directs the inclusion of Exhibit A in the Fiscal Year 2018-2019 comprehensive budget (the "Approved Fiscal Year 2018-2019 City Budget"). The Approved Fiscal Year 2018-2019 City Budget is an official record of the City and a true and correct copy of the same shall be posted on the City’s Internet website with a hard copy maintained by the City Clerk.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 19th day of March 2019.
ATTEST:

___________________________
Richard Iglesias
Assistant City Clerk

CERTIFICATION

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

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, do hereby certify that the above and foregoing Resolution No.19-08, signed by the Mayor and attested by the Assistant City Clerk at a meeting of said City Council of the City of Cudahy held on this 19th day of March 2019, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

___________________________
Richard Iglesias
Assistant City Clerk