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, May 21, 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

   Presentation by Southeast Community Development Corporation (SCDC), regarding a Cyber Center Lab in the City of Cudahy

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 March 2019 (page 7)

Presented by Finance Director

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

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

Presented by Finance Director

Recommendation: The City Council is requested to approve the Demands and Payroll in the amount of $818,238.38 including Cash and Investment Report by Fund for the month of March 2019.

C. Consideration to Review and Approve the Draft Minutes of April 16, 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 27)

Presented by Assistant City Clerk
Recommendation: The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for April 16, 2019.

D. Adoption of Resolution No. 19-13, Opposing Changes to Current State Card Club Regulations (page 37)

Presented by City Manager

Recommendation: The City Council is requested to adopt Resolution No. 19-13, Opposing Changes to Current State Card Club Regulations.

11. PUBLIC HEARING - NONE

12. BUSINESS SESSION

A. Consideration to Approve a Professional Services Agreement (PSA) between the City of Cudahy and the Young Men's Christian Association (YMCA) to Continue providing Youth Sports Services (page 43)

Presented by Parks and Recreation Coordinator

Recommendation: The City Council is requested to approve a Professional Services Agreement (PSA) between the City and the YMCA to continue providing youth sports services.

B. Adoption of Resolution No. 19-14, supporting an accurate 2020 Census of the Southeast Los Angeles Region, where the City of Cudahy will Educate, Encourage, and Embolden Community Members to Participate in the 2020 Census (page 81)

Presented by Assistant City Clerk

Recommendation: The City Council is requested to adopt Resolution No. 19-14, supporting an accurate 2020 Census of the Southeast Los Angeles Region, where the City of Cudahy will Educate, Encourage, and Embolden Community Members to participate in the 2020 Census.

C. Consideration to Appoint Board Members to City Commissions (page 87)

Presented by Assistant City Clerk

Recommendation: The City Council is requested to consider appointing Board Members to the following City Commissions: Parks and Recreation Commission;
Public Safety Commission; Aging and Senior Citizens Commission; and Planning Commission.

D. Approval of a First Amendment to the Professional Services Agreement (PSA) with R3 Consulting Group, Inc. (page 135)

Presented by City Manager

Recommendation: The City Council is requested to:

1. Approve a First Amendment to the Professional Services Agreement (“Master Agreement”) with R3 Consulting Group, Inc. (“Consultant”) to provide additional services pertaining to interim consulting services for the negotiation of a new franchise agreement with Republic Services, Inc. (“Republic”), with a total not-to-exceed amount of $59,960, which would require an amendment to the Master Agreement; OR

2. Approve a First Amendment to the Professional Services Agreement with R3 Consulting Group, Inc. to provide additional services pertaining to the City’s competitive procurement for waste collection services, with a total not-to-exceed amount of $122,010, which would require an amendment to the Master Agreement.

13. COUNCIL DISCUSSION

A. Vice Mayor Alcantar

   i. Creation of a complete streets initiative Ad Hoc committee
   ii. Creation of an Ad Hoc committee restructuring City Commissions
   iii. Creation of new public arts commission

B. Council Member Guerrero

   i. Resolution to improve working relations with Cudahy and Catholic Community
   ii. Status of City Attorney’s Relationship

14. CLOSED SESSION - NONE

15. 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 17th day of May 2019

[Signature]

Richard Iglesias
Assistant City Clerk
STAFF REPORT

Date: May 21, 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 March 2019

RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for
the month of March 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 March 1, 2019, the balance in LAIF was $3,959,274.70 (See Attachment).

4. On March 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 March 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 March 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

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STAFF REPORT

Date: May 21, 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 March 2019

RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of $818,238.38 including Cash and Investment Report by Fund for the month of March 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 March 2019, the following demands and payroll have been audited by the Finance Department:

   Demands $ 639,529.18 (Attachment A)
   Payroll Warrants $ 114,952.45 (Attachment B)
   $ 63,756.75 (Attachment B)

   Total: $ 818,238.38
ANALYSIS

The Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), Cash and Investment Report by Fund March 2019 (Attachment C) indicate that the cash and investment balance was sufficient for disbursements for the month of March 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 April 30, 2019, as well as management review, will be completed by May 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 $818,238.38 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 March 2019
D. Summary of Cash Receipt / Disbursement by Month FY 2018-19
E. Summary of Cash Receipt / Disbursement by Month FY 2017-18
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**Time:** 2:21 pm  
**Page:** 9

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<td>125.00</td>
<td>0.00</td>
<td>125.00</td>
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<td>32614</td>
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<tr>
<td>32615</td>
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<tr>
<td>32616</td>
<td>001-4020-6370.000</td>
<td>10.50</td>
<td>0.00</td>
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</table>

Check Amount | 210.50 |

<table>
<thead>
<tr>
<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>03/26/2019</td>
<td>10463</td>
<td>GENUINE GENERAL CONTRACTOR</td>
<td>1,000.00</td>
<td>0.00</td>
<td>1,000.00</td>
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</table>

<table>
<thead>
<tr>
<th>Ref#</th>
<th>GL Number</th>
<th>Gross</th>
<th>Discount</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>32648</td>
<td>510-4620-6767.000</td>
<td>1,000.00</td>
<td>0.00</td>
<td>1,000.00</td>
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</table>

Check Amount | 1,000.00 |

Total Checks: 71
Bank Total(excluding void checks): 639,529.18

Grand Total(excluding void checks): 639,529.18
## CITY OF CUDAHY

Payroll Warrants including payroll taxes and insurance premiums:

<table>
<thead>
<tr>
<th></th>
<th>March 14, 2019</th>
<th>March 28, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issued Warrants Number</td>
<td>24470 - 24521</td>
<td>24522 - 24566</td>
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<tr>
<td>Voided Warrants</td>
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<td></td>
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<tr>
<td>Issued Warrants Amount</td>
<td>$6,164.58</td>
<td>$5,816.34</td>
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<tr>
<td>Direct Deposits (a)</td>
<td>50,063.15</td>
<td>49,562.21</td>
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<tr>
<td>CalPERS Direct Deposit (b)</td>
<td>29,088.77</td>
<td></td>
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<tr>
<td>CalPERS Direct Deposit (c)</td>
<td>13,941.00</td>
<td></td>
</tr>
<tr>
<td>Payroll taxes (d)</td>
<td>15,694.95</td>
<td>8,378.20</td>
</tr>
<tr>
<td>Total Amount</td>
<td>$114,952.45</td>
<td>$63,756.75</td>
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</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
## Cash and Investment Report by Fund March 2019

<table>
<thead>
<tr>
<th>Fund</th>
<th>YTD</th>
<th>YTD</th>
<th>March 31, 2019</th>
<th>Receipts March 2019</th>
<th>Disbursements March 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>001 General Fund</td>
<td>2,729,653.90</td>
<td>5,064,155.52</td>
<td>6,307,948.57</td>
<td>1,485,860.85</td>
<td>603,399.22</td>
</tr>
<tr>
<td>201 State Gas Tax</td>
<td>152,133.49</td>
<td>649,467.68</td>
<td>653,767.76</td>
<td>147,833.41</td>
<td>62,962.17</td>
</tr>
<tr>
<td>235 Other Grants</td>
<td>(281,695.68)</td>
<td>348,731.00</td>
<td>239,280.00</td>
<td>(172,244.68)</td>
<td>22,454.05</td>
</tr>
<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>-</td>
</tr>
<tr>
<td>251 Prop C</td>
<td>333,711.91</td>
<td>350,996.51</td>
<td>264,633.25</td>
<td>420,075.17</td>
<td>44,998.34</td>
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<tr>
<td>252 Prop A</td>
<td>817,504.62</td>
<td>395,073.99</td>
<td>577,485.36</td>
<td>635,093.25</td>
<td>7,918.64</td>
</tr>
<tr>
<td>253 Measure R</td>
<td>1,018,154.17</td>
<td>303,463.57</td>
<td>52,698.08</td>
<td>1,268,919.66</td>
<td>7,493.28</td>
</tr>
<tr>
<td>254 Measure M</td>
<td>279,319.71</td>
<td>247,918.39</td>
<td>-</td>
<td>527,238.10</td>
<td>29,084.37</td>
</tr>
<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>83,219.13</td>
<td>131,913.39</td>
<td>71,220.64</td>
<td>7,259.73</td>
</tr>
<tr>
<td>260 Used Oil</td>
<td>1.43</td>
<td>-</td>
<td>-</td>
<td>1.43</td>
<td>-</td>
</tr>
<tr>
<td>261 California Beverage Container</td>
<td>10,762.78</td>
<td>145.52</td>
<td>4,466.00</td>
<td>6,442.30</td>
<td>-</td>
</tr>
<tr>
<td>265 Recycling Grant</td>
<td>14,477.62</td>
<td>216.12</td>
<td>-</td>
<td>14,693.74</td>
<td>-</td>
</tr>
<tr>
<td>270 C.O.P.S</td>
<td>79,905.16</td>
<td>150,278.88</td>
<td>99,146.72</td>
<td>131,037.32</td>
<td>11,364.94</td>
</tr>
<tr>
<td>280 County Park Bond</td>
<td>26,563.81</td>
<td>396.55</td>
<td>-</td>
<td>26,960.36</td>
<td>-</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>-</td>
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<tr>
<td>350 Street Lighting Fund</td>
<td>(19,817.27)</td>
<td>94,979.68</td>
<td>86,815.03</td>
<td>(11,652.62)</td>
<td>11,835.89</td>
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<tr>
<td>390 Quimby Act Fund</td>
<td>63,752.24</td>
<td>951.71</td>
<td>-</td>
<td>64,703.95</td>
<td>-</td>
</tr>
<tr>
<td>510 CDBG</td>
<td>(47,658.90)</td>
<td>236,058.98</td>
<td>221,375.84</td>
<td>(32,975.76)</td>
<td>22,239.97</td>
</tr>
<tr>
<td>515 Federal STPL</td>
<td>788,806.92</td>
<td>11,775.57</td>
<td>-</td>
<td>800,582.49</td>
<td>-</td>
</tr>
<tr>
<td>610 Successor Agencies</td>
<td>4,512,346.11</td>
<td>1,357,739.24</td>
<td>2,057,223.81</td>
<td>3,812,861.54</td>
<td>15,750.00</td>
</tr>
<tr>
<td>710 Youth Foundation</td>
<td>15,331.26</td>
<td>271.05</td>
<td>265.54</td>
<td>15,336.77</td>
<td>-</td>
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<tr>
<td>720 Senior's Account</td>
<td>132.80</td>
<td>-</td>
<td>132.80</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>730 Refuse Assessment</td>
<td>-</td>
<td>266,892.23</td>
<td>266,892.23</td>
<td>-</td>
<td>24,931.53</td>
</tr>
</tbody>
</table>

### Total Cash Disbursements per March Cash & Investment Report

<table>
<thead>
<tr>
<th>Fund</th>
<th>Total Cash Disbursements</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAIF- CITY</td>
<td>1,074,540.91</td>
</tr>
<tr>
<td>Wells Fargo</td>
<td>1,074,540.91</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>1,074,540.91</td>
</tr>
</tbody>
</table>

- **Sub-Total**: 818,238.38

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

- Add: Total Bank charges in March 2019: 4,523.43
- Add: Credit card charge - workshop registration: 50.00
- Add: Successor Agency - debt service payment: 251,729.10

**Total Cash Disbursements per March Cash & Investment Report**: 1,074,540.91
### All Funds

<table>
<thead>
<tr>
<th>Date</th>
<th>Cash Receipts</th>
<th>Disbursement</th>
</tr>
</thead>
<tbody>
<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>January 2019</td>
<td>3,785,470.66</td>
<td>1,208,844.24</td>
</tr>
<tr>
<td>February 2019</td>
<td>674,683.44</td>
<td>724,770.19</td>
</tr>
<tr>
<td>March 2019</td>
<td>687,121.16</td>
<td>1,074,540.91</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>9,565,413.36</strong></td>
<td><strong>10,964,064.38</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

**Note (e)** - ROPS distribution from County and bi-annual motor-vehicle-in-lieu

**Note (f)** - 2 sheriff payments, refuse collection, and Maywood police dept furniture

**Note (g)** - Debt service payment

### General Fund

<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>February 2019</td>
<td>389,638.59</td>
<td>298,175.33</td>
</tr>
<tr>
<td>March 2019</td>
<td>414,938.14</td>
<td>603,339.22</td>
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<tr>
<td><strong>Total:</strong></td>
<td><strong>5,161,543.36</strong></td>
<td><strong>6,307,948.57</strong></td>
</tr>
</tbody>
</table>

**Average Per Month:** 573,504.82 700,883.17

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

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

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

### General Fund

<table>
<thead>
<tr>
<th>Date</th>
<th>Cash Receipts</th>
<th>Disbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>551,995.69</td>
<td>1,042,977.18 (1)</td>
</tr>
<tr>
<td>August 2017</td>
<td>338,416.23</td>
<td>740,148.94</td>
</tr>
<tr>
<td>September 2017</td>
<td>645,166.69</td>
<td>173,030.92</td>
</tr>
<tr>
<td>October 2017</td>
<td>354,088.91</td>
<td>872,331.26 (2)</td>
</tr>
<tr>
<td>November 2017</td>
<td>351,396.42</td>
<td>727,994.43</td>
</tr>
<tr>
<td>December 2017</td>
<td>797,023.90 (3)</td>
<td>354,500.60</td>
</tr>
<tr>
<td>January 2018</td>
<td>1,932,300.28 (4)</td>
<td>532,426.75</td>
</tr>
<tr>
<td>February 2018</td>
<td>376,769.29</td>
<td>494,725.08</td>
</tr>
<tr>
<td>March 2018</td>
<td>257,111.27</td>
<td>879,200.18 (5)</td>
</tr>
<tr>
<td>April 2018</td>
<td>705,804.58</td>
<td>475,642.07</td>
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<tr>
<td>May 2018</td>
<td>1,691,754.11 (6)</td>
<td>1,023,109.66 (7)</td>
</tr>
<tr>
<td>June 2018</td>
<td>639,717.19</td>
<td>437,833.39</td>
</tr>
<tr>
<td>Total:</td>
<td>8,641,544.56</td>
<td>7,753,920.46</td>
</tr>
<tr>
<td>Average Per Month:</td>
<td>720,128.71</td>
<td>646,160.04</td>
</tr>
</tbody>
</table>

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
Date: April 16, 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 April 16, 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 April 16, 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 April 16, 2019, City Council meeting.

FINANCIAL IMPACT

No Financial Impact.

ATTACHMENT

Draft Minutes April 16, 2019
1. CALL TO ORDER

Mayor / Chair Gonzalez called the meeting to order at 6:36 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 Victor Ponto, Assistant City Clerk Richard Iglesias, Finance Director Steven Dobrenen, Parks and Recreation Coordinator, Victor Santiago, and Administrative Aide, Andres Rangel.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Alcantar.

4. PRESENTATIONS

A. Results of the City’s Annual Financial Audit Presented by Vasquez & Company, LLP

A presentation was made by finance auditors Vasquez & Company regarding the City’s finances.

5. PUBLIC COMMENTS

Pamela Munguia, questioned Vasquez and Company’s credibility due to it being hired by the previous Council. She then spoke against Mayor Gonzalez for having a special meeting on Saturday and Council Member Garcia for his frequent absences. She spoke against item 12A and 12B arguing consulting agreements are expensive and overused by the City.

Jack Guerrero, protested the Council’s alleged scheme to ram through marijuana businesses on the community right before the installation of the new Council on December 18, 2018. He further mentioned the City is small and ill equipped to absorb the City so subtly and recklessly without public approbation. He referenced last year’s elections as a clear indicator that Cudahy residents reject alleged corruption, lavish contracts, excessive taxation on working families, and marijuana business expansion. He noted the proceeding that took place during the last Council meeting was a small step in the right direction, to correctly interpret the original development
agreements, and the most recent marijuana ordinance, and explicitly preclude recreational marijuana production, but reminding it is a minor step forward in an otherwise dreadful legislation. He called for a complete overhaul on Ordinance 673 to preclude any further marijuanaization in Cudahy. He further argued rather than promote youth services and education, the City has prioritized bringing marijuana businesses.

William Tejada, spoke against the City bringing Marijuana businesses. He went on to speak against Council for having to pay fees for casino licenses when there are no casinos currently. He went on to speak against items 12A and 12B, arguing that the rates consultants are charging are excessive.

Trinidad Guillen, reminded Council Member Garcia that he promised in 2013 he was only going to seek office for three years, then leave. She further argued that Council Member Garcia has only worked for his benefit. She asked Vice Mayor Alcantar to not be influenced by Council and listen to what the residents need. She reminded Vice Mayor Alcantar there needs to be crossing guards on all City schools, not just Elizabeth Learning Center. She further argued the City’s maintenance department is ineffective. She concluded her comments for speaking against the City Manager, arguing he is overpaid and ineffective.

Gloria Sandoval, spoke against Council Member Garcia. She further spoke against the City Manager’s excessive compensation and prioritization to attract marijuana businesses. She concluded her comments by asking Vice Mayor Alcantar to do her due diligence in reading the Council Meeting agenda, as she alleged last meeting, Ms. Alcantar did not support Council Member Guerrero and Council Member Lozoya in bringing back school crossing guards.

Fernando L. reported to the Council that a Sheriff’s deputy used excessive force against him during the December 18, 2018 meeting, and urged Council to separate the Sheriff’s Department with politics.

Gustavo Mendez, spoke in favor of the positive momentum the City has made in the last couple months, noting active community engagement from some of its Council Members as well as beautification projects the City has undergone, such as implementing LED street lights citywide, and tree plantings at residential areas. He thanked the City’s librarian for working tirelessly for the City to bring events to the library and improving its turnout. He announced his plans to revamp the Neighborhood Watch Meetings in the City as well as being CERT certified in hopes of bringing that back to the City.

Sergeant Bearse, announced the Sheriff’s Town Hall meeting postponement date to Tuesday, May 28th at 6:30 p.m. She concluded her comments by reminding she remains politically neutral, and only works to ensure everybody’s public safety.

6. CITY COUNCIL COMMENTS

Council Member Guerrero, expressed his profound sadness for the people in Paris, France for the burning of the Notre Dame Cathedral. He shared his trip to China with numerous investors and business leaders promoting investment in Cudahy and the Southeast Los Angeles area and California in general. He concluded his comments by expressing his deep concerns over the City’s unfunded pension liability. He referenced the auditor’s report, noting a total projected unfunded liability of $6.2 million. He emphasized that the projection is an underestimation as it is based on an unrealistically achievable discount rate, arguing that consistent to Gatsby 68 whenever a City is in a net liability situation, a discount rate that more closely approximates the cost of debt must be used.
Council Member Garcia, thanked Council members who participated in the retreat, but asked the new Council what it is going to do to offset the City’s debt by creating new sources of revenue. He challenged the new Council to assume its responsibility as policy makers and create a plan that creates economic development in the City, arguing it is easy to reject everything, but more difficult to create and implement a plan.

Vice Mayor Alcantar, thanked members of the public for attending the Council Meeting. She announced the Tree Planting event she attended that took place in Flower Street. She clarified that she is aware all other City schools are still in need of crossing guards. However, she found it necessary to make the first step and approve crossing guards in Elizabeth Learning Center, as it was already allocated in the mid-year staff report during the last Council meeting. She directed staff to include the creation of a complete streets initiative ad hoc committee as her discussion item on the next Council meeting. She further directed to place a discussion item to create an ad hoc committee restructuring city commissions, as well as creating a new public arts commission. Lastly, she asked to add a resolution to support census 2020 efforts.

Mayor Gonzalez, invited residents to the L.A. River meeting tomorrow, which will discuss future projects relating to the L.A. River. He supported bringing back crossing guards to City schools, and thanked Council members who participated in last week’s special strategic meeting. He concluded his comments by announcing the partnership with Dodgers RBI to create a field of dreams baseball field in Cudahy Park.

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 Council Member Garcia, and seconded by Vice Mayor Alcantar to waive full text reading of all Resolutions and Ordinances by single motion.

10. CONSENT CALENDAR (Items 10A through 10H 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 Council Member Lozoya, and seconded by Mayor Gonzalez to approve the Local Agency Investment Fund (LAIF) Report for the month of November 2018 in the amount of $3,931,903.12. The motion carried (3-1-0) by the following roll call vote.

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

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 Council Member Lozoya, 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 (3-1-0) by the following roll call vote.

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

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

Presented by the Finance Director

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.

Motion: It was moved by Council Member Lozoya, and seconded by Mayor Gonzalez to approve the Local Agency Investment Fund (LAIF) Report for the month of January 2019 in the amount of $3,959,274.70. The motion carried (3-1-0) by the following roll call vote.

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

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

Presented by the Finance Director

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.

Motion: It was moved by Council Member Lozoya, and seconded by Mayor Gonzalez 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. The motion carried (3-1-0) by the following roll call vote.

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

E. Approval of the Local Agency Investment Fund (LAIF) for the Month of February 2019
Presented by the Finance Director

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

**Motion:** It was moved by Council Member Lozoya, and seconded by Mayor Gonzalez to approve the Local Agency Investment Fund (LAIF) Report for the month of February 2019 in the amount of $3,959,274.70. The motion carried (3-1-0) by the following roll call vote.

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

F. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of February 2019

Presented by the Finance Director

The City Council is requested to approve the Demands and Payroll in the amount of $711,765.83 including Cash and Investment Report by Fund for the month of February 2019.

**Motion:** It was moved by Council Member Lozoya, and seconded by Mayor Gonzalez to approve the Demands and Payroll in the amount of $711,765.83 including Cash and Investment Report by Fund for the month of February 2019. The motion carried (3-1-0) by the following roll call vote.

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

G. Consideration to Approve a Resolution of the City Council of the City of Cudahy in Support of the Formation of an Inclusion in the “Lower Los Angeles River Recreation and Parks District”

Presented by the Parks and Recreation Coordinator

The City Council is requested to approve proposed Resolution No. 19-10, of the City Council of the City of Cudahy in Support of the Formation of an Inclusion in the “Lower Los Angeles River Recreation and Parks District”.

**Motion:** It was moved by Vice Mayor Alcantar, and seconded by Council Member Lozoya to approve proposed Resolution No. 19-10, of the City Council of the City of Cudahy in Support of the Formation of an Inclusion in the “Lower Los Angeles River Recreation and Parks District”. The motion carried (4-0-0) by the following roll call vote.

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

H. Adoption of Resolution No. 19-11 Approving the Local Streets and Road Funding Program
Project List for Fiscal Year 2019-20 to comply with the Road Repair and Accountability Act of 2017 (SB1 BEALL)

Presented by the City Manager

The City Council is requested to adopt Resolution No. 19-11, approving the Local Streets and Road Funding Program Project List for Fiscal Year (FY) 2019-20 to comply with the Road Repair and Accountability Act of 2017 (SB1 Beall).

Motion: It was moved by Vice Mayor Alcantar, and seconded by Council Member Lozoya to adopt Resolution No. 19-11, approving the Local Streets and Road Funding Program Project List for Fiscal Year (FY) 2019-20 to comply with the Road Repair and Accountability Act of 2017 (SB1 Beall). The motion carried (4-0-0) by the following roll call vote.

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

I. Consideration to Review and Approve the Draft Minutes of March 19, 2019, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission

Presented by the Assistant City Clerk

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for March 19, 2019.

Motion: It was moved by Vice Mayor Alcantar, and seconded by Council Member Lozoya to review and approve the City Council / Successor Agency Draft Minutes for March 19, 2019. The motion carried (4-0-0) by the following roll call vote.

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

11. PUBLIC HEARING - NONE

12. BUSINESS SESSION

A. Approval to award a Professional Services Agreement to Willdan Engineering for On-Call Human Resources Services

Presented by the City Manager

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).
Motion: It was motioned by Council Member Guerrero and seconded by Vice Mayor Alcantar to 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 $58,240 for a six month term, with an additional six month option to extend to a new total not-to-exceed limit of $116,480. The motion carried (4-1-0) by the following roll call vote.

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

B. California Cities for Self-Reliance Joint Powers Authority Appropriation Funding Request

Presented by the City Manager

The City Council is requested to approve Resolution No. 19-12, appropriating $33,000 from the Fiscal Year (FY) 2018-19 City Budget General Fund to the California Cities for Self-Reliance Joint Powers Authority to retain consultants to combat the proposed new restrictions that would heavily impact our City’s future casino revenues in the short-term and in turn would create severe financial impacts to our City long-term.

Motion: It was motioned by Vice Mayor Alcantar and seconded by Mayor Gonzalez to approve Resolution No. 19-12, appropriating $33,000 from the Fiscal Year (FY) 2018-19 City Budget General Fund to the California Cities for Self-Reliance Joint Powers Authority to retain consultants to combat the proposed new restrictions that would heavily impact our City’s future casino revenues in the short-term and in turn would create severe financial impacts to our City long-term. The motion carried (3-1-0) by the following roll call vote.

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

C. Approval of Support Letter addressed to the Los Angeles County Sanitation Districts and American Federation of State, County and Municipal Employees (AFSCME) urging to expedite labor negotiations and agree on a just and fair contract

Presented by the Assistant City Clerk

The City Council is requested to approve a letter of support addressed to the Los Angeles County Sanitation Districts and American Federation of State, County and Municipal Employees (AFSCME) urging to expedite labor negotiations and agree on a just and fair contract.

Motion: It was motioned by Vice Mayor Alcantar and seconded by Mayor Gonzalez to approve a letter of support addressed to the Los Angeles County Sanitation Districts and American Federation of State, County and Municipal Employees (AFSCME) urging to expedite labor negotiations and agree on a just and fair contract. The motion carried (3-0-0) by the following roll call vote.

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

13. COUNCIL DISCUSSION – NONE

14. CLOSED SESSION

Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel to Discuss Facts and Circumstances Unknown to Potential Plaintiffs which May Create Exposure to Liability – One (1) Matter.

15. CLOSED SESSION ANNOUNCEMENT

Deputy City Attorney, Victor Ponto announced that briefing was given to the Council and direction was received.

16. ADJOURNMENT

The City Council / Agency meeting was adjourned at 9:24 p.m.

Jose Gonzalez
Mayor

ATTEST:

Richard Iglesias
Assistant City Clerk
STAFF REPORT

Date: May 21, 2019
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Richard Iglesias, Assistant City Clerk
Subject: Adoption of Resolution No. 19-13, Opposing Changes to Current State Card Club Regulations

RECOMMENDATION

The City Council is requested to adopt Resolution No. 19-13, Opposing Changes to Current State Card Club Regulations.

BACKGROUND / ANALYSIS

The Office of the Attorney General of the State of California through its Bureau of Gambling Control has embarked on a mission that is detrimental to the Gaming Industry and ultimately harmful to gaming revenues paid to California Cities that license card clubs.

The Bureau of Gambling Control (“Bureau”) has announced its intention to revoke its approval of games currently played in most California Card Clubs on the tenuous basis that they resemble the game known as “Blackjack” or 21” prohibited under California law. However, such games are not Blackjack/21 and have been authorized by the cities that license card clubs and all prior Attorney General including Edmund Brown, Jr. and Kamala Harris.

In addition, the Bureau has refused or failed to approve applications for new card games submitted by California Card Clubs without any explanation. The Bureau also has refused or failed to approve new game applications for card games it previously approved for play in other California Card Clubs.
Most recently, the Bureau has announced that it intends to promulgate regulations that will affect the roles of the player dealer position and Third Party Proposition Players in California Card Clubs even though such roles are authorized by the California Penal Code and the Gambling Control Act.

These actions and policies of the Attorney General will assuredly impose severe restrictions on the play of card games in our local card club and thereby reduce its revenues. Consequently, these restrictions also will lead to a reduction of the City’s gaming revenues in an estimated amount of up to 50%.

The California Cities for Self-Reliance Joint Powers Authority (JPA), of which our City is a member, has taken a series of counter measures against the policies and actions of the Bureau and the Attorney General. One such strategy is the submission of a City Council Resolution from each Member City including our City to the Attorney General.

CONCLUSION

The attached Resolution expresses a common message from all of the JPA City Members as well as the detrimental fiscal and social impacts on our City if the Attorney General imposes its restrictions on the Gaming Industry. For this reason, staff respectful urges City Council to adopt the attached Resolution and authorize the City Manager to forward it to the Attorney General.

FINANCIAL IMPACT

If the Attorney General follows the proposed actions, the City would lose out on significant potential future cardroom gaming revenues.

ATTACHMENTS

Resolution No. 19-13
RESOLUTION NO. 19-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, OPPOSING CHANGES TO CURRENT STATE CARD CLUB REGULATIONS

WHEREAS, The People of California have repeatedly shown their support for legal gaming in California through votes on propositions, public opinion polling, and in their patronage of gaming institutions; and

WHEREAS, For the past two decades, the Legislature, Department of Justice, and various responsible licensing entities responded to that support by enacting public policy that allowed card clubs to play specific, regulated games; and

WHEREAS, Many California cities with card clubs in their jurisdictions have sought and secured a portion of revenue generated from the operation of the clubs in their jurisdiction as mitigation for impacts to the community; and

WHEREAS, A group of seven cities in Los Angeles County, including Bell Gardens, Commerce, Compton, Cudahy, Gardena, Hawaiian Gardens, and Inglewood, have formed California Cities for Self-Reliance Joint Powers Authority as a way to collaborate on the card club issues they share; and

WHEREAS, The California Attorney General's Office, the Bureau of Gambling Control, and the California Gambling Control Commission have offered no legitimate rationale for revisiting, altering, or cancelling prior regulations, games, or policies previously approved; and

WHEREAS, Currently, gaming revenue represents a large share of the general funds of JPA member cities with some of our member cities reporting that gaming revenues account for up to 80% of their budgets; and

WHEREAS, Per the State Department of Finance, our City needs to find revenue sources soon; and

WHEREAS, Cudahy's General Fund Budget is approximately $8 million, of which we pay over $4 million to the Los Angeles County Sheriff's for public safety; and

WHEREAS, The City of Cudahy currently faces a structural deficit of nearly $1 million annually with an estimated June 30, 2019 General Fund Reserve balance of $1.3 million meaning that if no new revenue sources are identified our General Fund Reserve balance would be reduced to approximately $300,000 by June 30, 2020; and

WHEREAS, At which time our City would have to declare a fiscal emergency and lay off staff, as well as to cease youth and senior citizens services; and

WHEREAS, The City of Cudahy is uniquely positioned to bring a new casino to the community under a card club license that can only be exercised in our community; and

WHEREAS, Few business development opportunities in our small geographic community offer the powerhouse financial benefits to Cudahy that this future casino offers; and

THEREFORE BE IT RESOLVED, that we, the undersigned duly elected members of the Cudahy City Council, do call on the Attorney General of the State of California and his affiliated agencies to cease any and all actions that would harm the revenues we depend upon to fund important local community programs and public safety and have done so for nearly two decades.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 21st day of May 2019.

Jose R. Gonzalez
Mayor

ATTEST:

Richard Iglesias
Assistant City Clerk
CERTIFICATION

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

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, do hereby certify that the above and foregoing Resolution No.19-13, 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 21st day of May 2019, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____________________
Richard Iglesias
Assistant City Clerk
STAFF REPORT

Date: Ma 21, 2019

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

From: Jose E. Pulido, City Manager
By: Victor Maria Santiago, Parks and Recreation Coordinator

Subject: Consideration to Approve a Professional Services Agreement (PSA) between the City of Cudahy and the Young Men's Christian Association (YMCA) to Continue providing Youth Sports Services

RECOMMENDATION

The City Council is requested to approve a Professional Services Agreement (PSA) between the City and the YMCA to continue providing youth sports services.

BACKGROUND

1. On August 14, 2017, City Council approved the Professional Services Agreement (PSA) between the City and the South East Rio Vista YMCA to manage the City’s youth sports program on a cost neutral basis to the City.

2. On September 25, 2017, City Council approved the First Amendment to Professional Services Agreement (PSA) between the City of Cudahy and the YMCA to provide youth sports programs at a cost of $37,600.00 to the General Fund.

ANALYSIS

As you know the YMCA is a cause-driven organization that is for youth development, for healthy living and for social responsibility. The programs, services and initiatives enable kids to realize their potential, prepare teens for college, offer ways for families to have fun together, empower people to be healthier in spirit, mind and body; prepare people for employment, welcome and embrace newcomers and help foster a nationwide service ethic.
The YMCA believes that to bring about meaningful change in individuals and communities, they must be focused and accountable. At the YMCA, they measure the success of their cause by how well they engage communities in three areas of focus:

- Youth Development - Nurturing the potential of every child and teen;
- Healthy Living - Improving the nation's health and well-being; and
- Social Responsibility - Giving back and providing support to our neighbors.

Since the City established a collaboration with the Southeast Rio Vista Young Men's Christian Association (commonly known as YMCA, or simply the Y) in 2017. The Parks and Recreation Department has enjoyed extensive partnership which has also expanded the City’s opportunities with other agencies that without this joint ventured we wouldn’t be able to achieve. The partnership enabled us to leverage the unique strengths of each organization and helped us met our residents’ diverse health, recreational, and social needs.

One of the partnerships that the YMCA was able to create that directly benefite Cudahy residents is the Dodgers RBI (Reviving Baseball in Inner Cities) program. It’s a baseball and softball youth development program of the Los Angeles Dodgers Foundation (LADF) that aims to increase participation in the sport and use sports participation as an engagement tool to increase access to education, literacy, health, wellness, and recreational resources in underserved communities. The program which began in the Spring of 2018 provided a low-cost alternative to the surrounding cities given that the City had not provided organize, semi-competitive leagues for approximately two years due to budget constrain. As a result of the partnership the City was placed on a short list to have a Dodgers Dream Field build in Cudahy Park.

LADF builds and refurbishes baseball and softball fields and provides a safe place for youth to conduct positive recreational activities, Is an initiative through the Dodgers Dreamfields program.

In addition to the Dodgers RBI program the YMCA also holds a similar relationship with the LA Clippers Youth Basketball program (Jr. Clippers). The Jr. Clippers also provide through the YMCA discounted pricing, full uniforms, and clinics.

**YMCA PROPOSAL FOR CUDAHY**

- Baseball (Dodgers RBI Program) at Cudahy Park, 5220 Santa Ana Street
- Basketball (Clippers Foundation) at Clara Park, 4835 Clara Street
- Soccer at Lugo Park, 7810 Otis Avenue
The YMCA will continue with the culture of parent volunteering, and the competitive leagues. Currently the YMCA services over 200 participants per sport, as well as provides sports clinics prior to the start of said leagues.

**CONCLUSION**

If the City Council approves the professional services agreement (PSA) it would allow the YMCA an opportunity to continue managing the City’s youth sports program, and provide high quality services throughout their programing.

If the City Council denies the PSA, no further action will be taken and the City will be left with no youth sports program to provide to the community.

**FINANCIAL IMPACT**

The total financial impact to the General Fund for the PSA with the YMCA is $37,600.00 for the 2019-20 Fiscal Year.

**ATTACHMENTS**

A. Proposed Professional Services Agreement
B. 2017 Professional Services Agreement
C. Amended Professional Services Agreement
PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF CUDAHY AND YOUNG MEN'S CHRISTIAN ASSOCIATION (YMCA)

This PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is made and entered into as of May 21, 2019 (the “Effective Date”), by and between the City of Cudahy, a municipal corporation ("CITY"), and YMCA, a California 501(c)(3) non-profit organization within the City of Los Angeles ("ORGANIZATION"). CITY and ORGANIZATION may be collectively referred to herein as ("PARTIES").

RECITALS

WHEREAS, the intent of this AGREEMENT is to set forth the terms and conditions under which PARTIES shall cooperatively implement the YMCA evening and weekend youth Sports programs at CITY site ("PROPERTY"), as listed in Exhibit “A,” which is attached hereto and incorporated by reference;

WHEREAS, ORGANIZATION shall provide high quality, affordable sports opportunities for underserved youth while encouraging community and family involvement through the formation and management of youth sports programs in CITY at the PROPERTY ("PROGRAM");

WHEREAS, the PROGRAM will consist of evening and weekend sports programs for youth, ages three (3) through seventeen (17) years old as described in Exhibit “B”; and

WHEREAS PROGRAM shall be understood to collectively include the activities, actions, and requirements listed under the permitted uses and performance requirements described in this AGREEMENT.

AGREEMENT

1. Use of Property. In consideration of the anticipated benefits to the public, and the terms and conditions contained herein, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT, authority to use the PROPERTY for the implementation of the PROGRAM in coordination with CITY staff, as authorized under this AGREEMENT as the Permitted Uses ("PERMITTED USES") and set forth in the Permitted Uses sheet attached herein as Exhibit-B; and in compliance with the Performance Requirements ("PERFORMANCE REQUIREMENTS") attached hereto as Exhibit “C.” Under
the terms of this AGREEMENT, ORGANIZATION is obligated and agrees to be solely responsible for certain costs associated with the operation of the PROGRAM, also as set forth herein.

2. **Term.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be from the July 1, 2018 through June 30, 2020, unless earlier terminated in accordance with this AGREEMENT.

A. Subsection 2(A) notwithstanding, this Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of two (2), one (1) year extension terms, in the sole and absolute discretion of CITY. Nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this AGREEMENT as provided herein.

3. **Performance Review.** For the purpose of completing a performance review during the TERM of this AGREEMENT, ORGANIZATION shall submit to CITY a performance or programmatic report ("PERFORMANCE REPORT") using the criteria attached hereto as Exhibit “D,” which shall be incorporated herein by reference. ORGANIZATION shall submit such PERFORMANCE report to CITY no later than fifteen (15) days of the conclusion of each fiscal year in which this AGREEMENT is in effect. On behalf of CITY, CITY’s Parks and Recreation Commission shall conduct such a performance review within thirty (30) days after CITY’s receipt of the PERFORMANCE REPORT. The Performance Review may include, but not be limited to, other matters requiring CITY’s approval, such as compliance with the terms and conditions of this AGREEMENT, adequacy of ORGANIZATION's funding, ORGANIZATION's operation and maintenance of the PROPERTY, public's participation in ORGANIZATION's programs, and ORGANIZATION's cooperation with CITY staff. ORGANIZATION shall provide such additional information as CITY may reasonably request.

4. **Access to the Property.** ORGANIZATION and any authorized third party associated with ORGANIZATION's activities at the PROPERTY will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. If required for public safety, CITY may immediately suspend and/or terminate ORGANIZATION activities involving the PROPERTY. PARTIES will coordinate PROPERTY usage at no cost to the ORGANIZATION for use of the PROPERTY for the operation of evening and weekend classes, activities, and sports programs for youth as described in this AGREEMENT.

5. **Permitted Uses.** CITY grants to ORGANIZATION under this AGREEMENT temporary, limited use of the PROPERTY to operate the PROGRAM described in this AGREEMENT, in compliance with the PERFORMANCE REQUIREMENTS, attached hereto as Exhibit “C.”

The use of the PROPERTY, as authorized by this AGREEMENT, shall specifically apply to the temporary, limited use of park facilities ("FACILITIES"), during specified days and hours as
determined by mutual agreement. Such use shall include the use of respective restrooms/locker rooms, classrooms, and areas around the FACILITIES, as required for PROGRAM staging, training, ingress-egress, administration, security, and operation, subject to prior coordination with respective CITY staff.

a. PROPERTY may be used for meetings related to the operation and coordination of the PROGRAM.

b. No commercial activity will be allowed on the PROPERTY.

c. ORGANIZATION may seek to expand and/or change the scope of PERMITTED USES with CITY’s prior written consent through an amendment to this AGREEMENT, subject to approval by the CITY Manager.

d. ORGANIZATION must ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian. The documentation of this written consent must be provided to the CITY prior to photographs being taken.

6. Parking. During the TERM of this AGREEMENT and during PROGRAM hours of operation, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PROPERTY, shall have the non-exclusive right without charge to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis, if parking spaces exist on the PROPERTY. Exclusive or designated parking shall not be allowed.

7. Fees and Charges. ORGANIZATION shall perform the various services and task set forth in Exhibit "B" in accordance with the fee structure set forth therein. The foregoing notwithstanding. ORGANIZATION's total compensation during the Term shall not exceeded the aggregate sum of THIRTYSEVEN THOUSAND - SIX HUNDRED DOLLARS ($37,600.00) ("Not-to-Exceed Sum") ORGANIZATION shall provide CITY written notice within fifteen (15) calendar days of incurring fees and charges in excess of THIRTYSEVEN THOUSAND - SIX HUNDRED DOLLARS ($37,600.00) in any given fiscal year. In the event ORGANIZATION's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the TERM or any, 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.

8. Alterations, Improvements, and Replacements. No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY without prior written authorization by CITY. Should ORGANIZATION wish to propose certain capital improvements or physical changes to the PROPERTY, ORGANIZATION shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural
plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.


a. Maintenance by ORGANIZATION. ORGANIZATION shall be responsible for the general upkeep and maintenance of the PROPERTY during its use, excepting those obligations set forth in paragraph 9.b. ORGANIZATION shall be solely responsible for the preparation of the FACILITIES. ORGANIZATION shall further be responsible for repairing damage (beyond normal wear and tear) to the PROPERTY, including the park facilities and any structures, that arises through use by ORGANIZATION. Throughout the term of the Agreement, ORGANIZATION shall maintain its personal property (e.g., portable equipment, storage units, etc.) in a manner agreed to by CITY. ORGANIZATION shall dispose of trash and litter after each activity. If determined that it took place during hours of ORGANIZATION’s operations, ORGANIZATION shall also be responsible for any repair or maintenance necessitated by vandalism or graffiti at the PROPERTY during the season. ORGANIZATION shall provide written notice within five business days to CITY of any damage to the PROPERTY beyond normal wear and tear during the use of PROPERTY by ORGANIZATION.

b. Maintenance by CITY. CITY shall be responsible for regular park maintenance, including the general upkeep and operation of the PROPERTY. CITY shall not be responsible for repairs necessitated by ORGANIZATION’s use. CITY shall also be responsible for major structural repairs and capital improvements, unless necessitated by damage (other than normal wear and tear) caused by ORGANIZATION’s use.

10. Security. ORGANIZATION shall be responsible for taking adequate measures to ensure the protection, safety and security of ORGANIZATION program participants and invitees.

11. Insurance. Before occupying the PROPERTY under this AGREEMENT, ORGANIZATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT shall name the City of Cudahy and its boards, officers, agents and employees, assigns and successors-in-interest, as an additional insured for all required coverages, as applicable. ORGANIZATION will see that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY and shall include the types and minimum limits set forth in Exhibit-E, attached hereto and incorporated herein by reference. ORGANIZATION shall maintain "all risk" insurance to protect PARTIES "as loss payees as their interests may appear" against loss or damage to the improvements on the PROPERTY, including but not limited to perils such as fire, vandalism and malicious mischief.
a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. City may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance than in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.

b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION will provide CITY at least thirty (30) calendar days prior written notice of such intended election.

d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; ORGANIZATION agrees to reimburse CITY for all money so paid.

e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

12. **Indemnification.** Except for the active negligence or willful misconduct of CITY, ORGANIZATION undertakes and agrees to defend, indemnify and hold harmless CITY and all of its boards, officers, agents, employees, assigns and successors-in-interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to attorneys' fees and costs of litigation, for damage or liability of any nature whatsoever, for death or injury to any person, including ORGANIZATION's employees and agents, arising in any manner by reason of or incident to the performance of work under this AGREEMENT on the part of ORGANIZATION and/or any third party.

CITY may recover at law any and all claims and damages which may be due as a result of damage or destruction occurring on the PROPERTY because of ORGANIZATION's active negligence or willful misconduct. ORGANIZATION agrees that any third party working or
providing services within the PROPERTY will indemnify and hold harmless CITY and its boards, officers, agents, invitees, employees, assigns, successors-in-interest, contractors and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of the ORGANIZATION, excepting the active negligence or willful misconduct of ORGANIZATION.

Except for the active negligence or willful misconduct of ORGANIZATION, CITY undertakes and agrees to defend, indemnify and hold harmless, ORGANIZATION, and all of their boards, officers, agents, employees, assigns and successors-in-interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to reasonable attorneys' fees and costs of litigation, for damage or liability of any nature whatsoever, for death or injury to any person, including CITY employees and agents, arising in any manner by reason of or incident to the performance of work under this AGREEMENT on the part of CITY.

ORGANIZATION may recover at law any and all claims and damages which may be due as a result of damage or destruction occurring on the PREMISES because of CITY's active negligence or willful misconduct. CITY agrees that any third party working or providing services within the PREMISES will indemnify and hold harmless the ORGANIZATION, and their officers, agencies, invitees, employees, contractors and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of CITY, excepting the active negligence or willful misconduct of CITY.

13. Casualty and Condemnation. ORGANIZATION shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTY or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to ORGANIZATION's use. CITY shall not be obligated to restore PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

14. Hazardous Substances. PARTIES agree that PROPERTY shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use PROPERTY in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used on PROPERTY. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third party under applicable statute. No lead or oil based paint, paint thinner, varnishes, lacquers, and stain shall be brought onto or stored on the PROPERTY.
15. **Publicity.** PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION, shall appropriately acknowledge the contributions of both PARTIES. Further, PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES, including elected officials and public officials.

ORGANIZATION agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include CITY official logo and the following statement at the beginning or introduction of such release:

"In Collaboration with the City of Cudahy"

16. **Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the CITY. CITY may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved. On all signage at PROPERTY, ORGANIZATION shall include the official CITY logo and provide the following credit:

"In Collaboration with the City of Cudahy"

17. **Breach or Default by ORGANIZATION.** The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate the PROGRAM at the PROPERTY, as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

18. **Breach or Default by ORGANIZATION - CITY's Remedies.** Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

a. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PROPERTY within sixty (60) calendar days. For
a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.

b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the PROPERTY and remain there for the purpose of correcting or remediating the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

19. Notices. Any notice, request for consent, or statement ("Notice"), that CITY or ORGANIZATION is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or ORGANIZATION may designate a different address for any Notice by written statement to the other in accordance with the provisions of this Section. A Notice shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

To CITY:  
City of Cudahy  
Attn: City Manager  
5220 Santa Ana Street  
Cudahy, California 90201  
Tel.: (323) 773-5143

To ORGANIZATION:

20. Representations and Warranties. PARTIES each represent and warrant to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of PARTIES, enforceable in accordance with its terms and conditions.

21. Relationship of Parties. CITY and ORGANIZATION agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein. CITY and ORGANIZATION are independent contractors.
22. **No Joint Venture or Agency Relationship.** Nothing herein contained shall be construed to place the parties to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

23. **Approval of Sub-agreements.** Any operations concession, such as the sale of food and/or beverages or other items, shall be subject to prior written approval by CITY. In addition, any concession or other sub-agreement affecting the PROPERTY shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date ORGANIZATION proposes to implement any sub-agreement. No sub-agreement shall take effect unless approved by CITY. ORGANIZATION shall require all individuals and entities intended to provide programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.

24. **Termination.** In addition to termination for an uncured breach or default, or if ORGANIZATION ceases to operate under this AGREEMENT, either CITY or ORGANIZATION may terminate this AGREEMENT by giving the other thirty (30) calendar days advanced written notice.

   a. CITY reserves the right to terminate this AGREEMENT at its sole discretion, for convenience, emergency, or necessity. If CITY should elect to terminate this AGREEMENT, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment, and peacefully surrender the PROPERTY to CITY within sixty (60) calendar days of receiving written notice of termination.

   b. The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION's grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in ORGANIZATION's purposes or function as contained in ORGANIZATION's grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by ORGANIZATION, as described herein; or (iv) the failure of ORGANIZATION to use the PROPERTY for any of the "Permitted Uses" or fails to comply with the agreed upon Performance Requirements, terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PROPERTY, or for reason beyond ORGANIZATION's control.
25. **Survivability.** The indemnity requirements outlined in Section 12 of this AGREEMENT shall survive the TERM reflected in Section 2 of this AGREEMENT or any extension TERM granted by the CITY under Section 2(a) of this AGREEMENT.

**IN WITNESS WHEREOF,** the parties execute this AGREEMENT in California. This AGREEMENT may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**CITY OF CUDAHY**

BY: __________________________
    Jose E. Pulido, City Manager

**YOUNG MEN'S CHRISTIAN ASSOCIATION**

LOS ANGELES, a California 501C(3) non-profit organization

BY: __________________________

Title: __________________________

**APPROVED AS TO FORM:**

OLIVAREZ MADRUGA, LLP
CITY ATTORNEY

By: __________________________
EXHIBIT-A
Property

The PROPERTY listed below is mutually agreed upon by both PARTIES. Additional sites may be added, contingent upon the mutual agreement of PARTIES.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cudahy Park</td>
<td>5220 Santa Ana Street, Cudahy CA 90201</td>
</tr>
<tr>
<td>Clara Park</td>
<td>4835 Clara Street, Cudahy CA 90201</td>
</tr>
<tr>
<td>Expansion Park</td>
<td>4835 Clara Street, Cudahy CA 90201</td>
</tr>
<tr>
<td>Lugo Park</td>
<td>7810 Otis Avenue, Cudahy CA 90201</td>
</tr>
</tbody>
</table>
EXHIBIT-B
Activities

Youth Soccer
Youth Basketball
Youth Baseball
In addition to the terms and conditions of this AGREEMENT, authorized use of the PROPERTY shall also be performed, if applicable, in compliance with the following Performance Requirements.

The Term of this AGREEMENT shall be contingent upon ORGANIZATION completing the following Performance Requirements to the satisfaction of CITY, within the specified time and in the manner stipulated.

In case of any inconsistency or conflict between this Performance Requirements Sheet and the content of this AGREEMENT, the provisions of the AGREEMENT shall prevail. Omission of any requirement contained in the AGREEMENT from this Performance Requirements Sheet shall not relieve ORGANIZATION from any responsibility for compliance with such requirement(s).

Performance Requirements:

1. Promotion, Marketing: ORGANIZATION, with the support of CITY Staff, shall be responsible for the promotion of programming and the coordination of media events, marketing, advertising, and publicity.

2. Equipment: ORGANIZATION shall provide the equipment and supplies needed in a timely manner, as requested.

3. Abide by CITY rules and regulations while on site and working with CITY staff and volunteers.

4. Photos and Filming: ORGANIZATION shall ensure that no photographs or filming of any individuals, including minors, or depiction of their likeness is included in any publication without obtaining prior written consent from the individual or the minor's parent or legal guardian. The documentation of this written consent must be provided to the CITY Staff prior to photographs being taken and/or filming conducted.

5. Insurance: ORGANIZATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California.
EXHIBIT-D
Performance Report

Please complete the following Performance Report and provide to a CITY representative designated under this AGREEMENT.

Pursuant to Section 3 of this AGREEMENT (Performance Reviews), the completed Performance Report must be submitted to CITY prior to the end of the TERM of the AGREEMENT.

The Performance Report must cover all the information requested below.

Organization Information:

• On a monthly average, how many staff worked for your organization and in what capacity?
• How many volunteers served and in what capacity?
• Among those on staff, how many are licensed or certified and in what field?
• How many volunteers or staff are residents of the community served?

Program/Service Information:

• What are your goals and objectives for this collaborative relationship?
• How much progress was made on your goals and objectives?
• Were there any changes to the scope of work or plans, and if so, what changed?
• What geographic community is being served and what segment of the community is being served (age group, gender, specially challenged, etc...)?
• What efforts are being taken to maximize the PROGRAM experience to as many people as possible at this site?
• How do you gauge public satisfaction with the program or services offered?

Outreach to the Community:

• What outreach efforts did you implement to advertise, publicize, and/or provide information to the community to attract participation? Attach samples or copies.
• Among the outreach methods implemented, which was the most effective?
• Was any information obtained from the community that presented reasons for non-participation or participation difficulties, and if so, what efforts were made in response to improve the situation and stimulate participation?

• Attached Annual calendar of events for upcoming year.
EXHIBIT-E
Insurance Requirements

Insurance Requirements and Limits as follows:

1. Workers’ Compensation - $1,000,000 Limit
2. General Liability - $1,000,000 Limit
3. Automobile Liability - $1,000,000 Limit
4. Property Insurance (All Risk Coverage) - $1,000,000 Limit
PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF CUDAHY AND YOUNG MEN'S CHRISTIAN ASSOCIATION (YMCA)

This PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is made and entered into as of August 14, 2017 (the "Effective Date"), by and between the City of Cudahy, a municipal corporation ("CITY"), and YMCA, a California 501(c)(3) non-profit organization within the City of Los Angeles ("ORGANIZATION"). CITY and ORGANIZATION may be collectively referred to herein as ("PARTIES").

RECIDALS

WHEREAS, the intent of this AGREEMENT is to set forth the terms and conditions under which PARTIES shall cooperatively implement the YMCA evening and weekend youth Sports programs at CITY site ("PROPERTY"), as listed in Exhibit "A," which is attached hereto and incorporated by reference;

WHEREAS, ORGANIZATION shall provide high quality, affordable sports opportunities for underserved youth while encouraging community and family involvement through the formation and management of youth sports programs in CITY at the PROPERTY ("PROGRAM");

WHEREAS, the PROGRAM will consist of evening and weekend sports programs for youth, ages three (3) through seventeen (17) years old as described in Exhibit "B"; and

WHEREAS PROGRAM shall be understood to collectively include the activities, actions, and requirements listed under the permitted uses and performance requirements described in this AGREEMENT.

AGREEMENT

1. Use of Property. In consideration of the anticipated benefits to the public, and the terms and conditions contained herein, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT, authority to use the PROPERTY for the implementation of the PROGRAM in coordination with CITY staff, as authorized under this AGREEMENT as the Permitted Uses ("PERMITTED USES") and set forth in the Permitted Uses sheet attached herein as Exhibit-B; and in compliance with the Performance Requirements ("PERFORMANCE REQUIREMENTS") attached hereto as Exhibit "C." Under the terms of this AGREEMENT, ORGANIZATION is obligated and agrees to be solely
responsible for certain costs associated with the operation of the PROGRAM, also as set forth herein.

2. **Term.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be from the Effective Date through June 30, 2018, unless earlier terminated in accordance with this AGREEMENT.

3. **Performance Review.** For the purpose of completing a performance review during the TERM of this AGREEMENT, ORGANIZATION shall submit to CITY a performance or programmatic report ("PERFORMANCE REPORT") using the criteria attached hereto as Exhibit "D," which shall be incorporated herein by reference. ORGANIZATION shall submit such PERFORMANCE report to CITY no later than fifteen (15) days of the conclusion of each fiscal year in which this AGREEMENT is in effect. On behalf of CITY, CITY's Parks and Recreation Commission shall conduct such a performance review within thirty (30) days after CITY's receipt of the PERFORMANCE REPORT. The Performance Review may include, but not be limited to, other matters requiring CITY's approval, such as compliance with the terms and conditions of this AGREEMENT, adequacy of ORGANIZATION's funding, ORGANIZATION's operation and maintenance of the PROPERTY, public's participation in ORGANIZATION's programs, and ORGANIZATION's cooperation with CITY staff. ORGANIZATION shall provide such additional information as CITY may reasonably request.

4. **Access to the Property.** ORGANIZATION and any authorized third party associated with ORGANIZATION's activities at the PROPERTY will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. If required for public safety, CITY may immediately suspend and/or terminate ORGANIZATION activities involving the PROPERTY. PARTIES will coordinate PROPERTY usage at no cost to the ORGANIZATION for use of the PROPERTY for the operation of evening and weekend classes, activities, and sports programs for youth as described in this AGREEMENT.

5. **Permitted Uses.** CITY grants to ORGANIZATION under this AGREEMENT temporary, limited use of the PROPERTY to operate the PROGRAM described in this AGREEMENT, in compliance with the PERFORMANCE REQUIREMENTS, attached hereto as Exhibit "C."

The use of the PROPERTY, as authorized by this AGREEMENT, shall specifically apply to the temporary, limited use of park facilities ("FACILITIES"), during specified days and hours as determined by mutual agreement. Such use shall include the use of respective restrooms/locker rooms, classrooms, and areas around the FACILITIES, as required for PROGRAM staging, training, ingress-egress, administration, security, and operation, subject to prior coordination with respective CITY staff.
a. PROPERTY may be used for meetings related to the operation and coordination of the PROGRAM.

b. No commercial activity will be allowed on the PROPERTY.

c. ORGANIZATION may seek to expand and/or change the scope of PERMITTED USES with CITY’s prior written consent through an amendment to this AGREEMENT, subject to approval by the CITY Manager.

d. ORGANIZATION must ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child’s parent or legal guardian. The documentation of this written consent must be provided to the CITY prior to photographs being taken.

6. Parking. During the TERM of this AGREEMENT and during PROGRAM hours of operation, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PROPERTY, shall have the non-exclusive right without charge to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis, if parking spaces exist on the PROPERTY. Exclusive or designated parking shall not be allowed.

7. Fees and Charges. CITY shall not be required to remit any form of compensation to ORGANIZATION for the ORGANIZATIONS provision of services under this Agreement. The Activities under this agreement shall be “cost-neutral” in that the CITY shall provide locations for activities. The ORGANIZATION shall be required to compensate CITY for utility costs related to its provision of services under this Agreement.

8. Alterations, Improvements, and Replacements. No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY without prior written authorization by CITY. Should ORGANIZATION wish to propose certain capital improvements or physical changes to the PROPERTY, ORGANIZATION shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.


a. Maintenance by ORGANIZATION. ORGANIZATION shall be responsible for the general upkeep and maintenance of the PROPERTY during its use, excepting those obligations set forth in paragraph 9.b. ORGANIZATION shall be solely responsible for the preparation of the FACILITIES. ORGANIZATION shall further be responsible for repairing
damage (beyond normal wear and tear) to the PROPERTY, including the park facilities and any structures, that arises through use by ORGANIZATION. Throughout the term of the Agreement, ORGANIZATION shall maintain its personal property (e.g., portable equipment, storage units, etc.) in a manner agreed to by CITY. ORGANIZATION shall dispose of trash and litter after each activity. If determined that it took place during hours of ORGANIZATIONS operations, ORGANIZATION shall also be responsible for any repair or maintenance necessitated by vandalism or graffiti at the PROPERTY during the season. ORGANIZATION shall provide written notice within five business days to CITY of any damage to the PROPERTY beyond normal wear and tear during the use of PROPERTY by ORGANIZATION.

b. Maintenance by CITY. CITY shall be responsible for regular park maintenance, including the general upkeep and operation of the PROPERTY. CITY shall not be responsible for repairs necessitated by ORGANIZATION’s use. CITY shall also be responsible for major structural repairs and capital improvements, unless necessitated by damage (other than normal wear and tear) caused by ORGANIZATION’s use.

10. Security. ORGANIZATION shall be responsible for taking adequate measures to ensure the protection, safety and security of ORGANIZATION program participants and invitees.

11. Insurance. Before occupying the PROPERTY under this AGREEMENT, ORGANIZATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT shall name the City of Cudahy and its boards, officers, agents and employees, assigns and successors-in-interest, as an additional insured for all required coverages, as applicable. ORGANIZATION will see that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY and shall include the types and minimum limits set forth in Exhibit-E, attached hereto and incorporated herein by reference. ORGANIZATION shall maintain "all risk" insurance to protect PARTIES "as loss payees as their interests may appear" against loss or damage to the improvements on the PROPERTY, including but not limited to perils such as fire, vandalism and malicious mischief.

a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. City may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance than in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.

b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such
insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION will provide CITY at least thirty (30) calendar days prior written notice of such intended election.

d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; ORGANIZATION agrees to reimburse CITY for all money so paid.

e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

12. Indemnification. Except for the active negligence or willful misconduct of CITY, ORGANIZATION undertakes and agrees to defend, indemnify and hold harmless CITY and all of its boards, officers, agents, employees, assigns and successors-in-interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to attorneys' fees and costs of litigation, for damage or liability of any nature whatsoever, for death or injury to any person, including ORGANIZATION's employees and agents, arising in any manner by reason of or incident to the performance of work under this AGREEMENT on the part of ORGANIZATION and/or any third party.

CITY may recover at law any and all claims and damages which may be due as a result of damage or destruction occurring on the PROPERTY because of ORGANIZATION's active negligence or willful misconduct. ORGANIZATION agrees that any third party working or providing services within the PROPERTY will indemnify and hold harmless CITY and its boards, officers, agents, invitees, employees, assigns, successors-in-interest, contractors and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of the ORGANIZATION, excepting the active negligence or willful misconduct of ORGANIZATION.

Except for the active negligence or willful misconduct of ORGANIZATION, CITY undertakes and agrees to defend, indemnify and hold harmless, ORGANIZATION, and all of their boards, officers, agents, employees, assigns and successors-in-interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to reasonable
attorneys' fees and costs of litigation, for damage or liability of any nature whatsoever, for death or injury to any person, including CITY employees and agents, arising in any manner by reason of or incident to the performance of work under this AGREEMENT on the part of CITY.

ORGANIZATION may recover at law any and all claims and damages which may be due as a result of damage or destruction occurring on the PREMISES because of CITY's active negligence or willful misconduct. CITY agrees that any third party working or providing services within the PREMISES will indemnify and hold harmless the ORGANIZATION, and their officers, agencies, invitees, employees, contractors and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of CITY, excepting the active negligence or willful misconduct of CITY.

13. **Casualty and Condemnation.** ORGANIZATION shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTY or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to ORGANIZATION's use. CITY shall not be obligated to restore PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

14. **Hazardous Substances.** PARTIES agree that PROPERTY shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use PROPERTY in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used on PROPERTY. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third party under applicable statute. No lead or oil based paint, paint thinner, varnishes, lacquers, and stain shall be brought onto or stored on the PROPERTY.

15. **Publicity.** PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION, shall appropriately acknowledge the contributions of both PARTIES. Further, PARTIES shall coordinate the scheduling and organization of any public or
media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES, including elected officials and public officials.

ORGANIZATION agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include CITY official logo and the following statement at the beginning or introduction of such release:

"In Collaboration with the City of Cudahy"

16. **Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the CITY. CITY may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved. On all signage at PROPERTY, ORGANIZATION shall include the official CITY logo and provide the following credit:

"In Collaboration with the City of Cudahy"

17. **Breach or Default by ORGANIZATION.** The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate the PROGRAM at the PROPERTY, as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

18. **Breach or Default by ORGANIZATION - CITY's Remedies.** Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

   a. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PROPERTY within sixty (60) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.

   b. **CITY's Right to Cure.** CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the PROPERTY and remain there for the purpose of correcting
or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

19. Notices. Any notice, request for consent, or statement ("Notice"), that CITY or ORGANIZATION is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or ORGANIZATION may designate a different address for any Notice by written statement to the other in accordance with the provisions of this Section. A Notice shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

To CITY: City of Cudahy
Attn: City Manager
5220 Santa Ana Street
Cudahy, California 90201
Tel.: (323) 773-5143

To ORGANIZATION:

20. Representations and Warranties. PARTIES each represent and warrant to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of PARTIES, enforceable in accordance with its terms and conditions.

21. Relationship of Parties. CITY and ORGANIZATION agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein. CITY and ORGANIZATION are independent contractors.

22. No Joint Venture or Agency Relationship. Nothing herein contained shall be construed to place the parties to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
23. **Approval of Sub-agreements.** Any operations concession, such as the sale of food and/or beverages or other items, shall be subject to prior written approval by CITY. In addition, any concession or other sub-agreement affecting the PROPERTY shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date ORGANIZATION proposes to implement any sub-agreement. No sub-agreement shall take effect unless approved by CITY. ORGANIZATION shall require all individuals and entities intended to provide programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.

24. **Termination.** In addition to termination for an uncured breach or default, or if ORGANIZATION ceases to operate under this AGREEMENT, either CITY or ORGANIZATION may terminate this AGREEMENT by giving the other thirty (30) calendar days advanced written notice.

   a. CITY reserves the right to terminate this AGREEMENT at its sole discretion, for convenience, emergency, or necessity. If CITY should elect to terminate this AGREEMENT, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment, and peacefully surrender the PROPERTY to CITY within sixty (60) calendar days of receiving written notice of termination.

   b. The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION's grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in ORGANIZATION's purposes or function as contained in ORGANIZATION's grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by ORGANIZATION, as described herein; or (iv) the failure of ORGANIZATION to use the PROPERTY for any of the "Permitted Uses" or fails to comply with the agreed upon Performance Requirements, terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PROPERTY, or for reason beyond ORGANIZATION's control.

   **IN WITNESS WHEREOF,** the parties execute this AGREEMENT in California. This AGREEMENT may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
CITY OF CUDAHY
BY: Jose E. Pulido, City Manager

YOUNG MEN'S CHRISTIAN ASSOCIATION
LOS ANGELES, a California 501C(3) non-profit organization
BY: Title: Chief Operating Officer

APPROVED AS TO FORM:
OLIVAREZ MADRUGA, LLP
CITY ATTORNEY

By:
EXHIBIT-A
Property

The PROPERTY listed below is mutually agreed upon by both PARTIES. Additional sites may be added, contingent upon the mutual agreement of PARTIES.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cudahy Park</td>
<td>5220 Santa Ana Street, Cudahy CA 90201</td>
</tr>
<tr>
<td>Clara Park</td>
<td>4835 Clara Street, Cudahy CA 90201</td>
</tr>
<tr>
<td>Expansion Park</td>
<td>4835 Clara Street, Cudahy CA 90201</td>
</tr>
<tr>
<td>Lugo Park</td>
<td>7810 Otis Avenue, Cudahy CA 90201</td>
</tr>
</tbody>
</table>
Activity

Youth Soccer
Youth Basketball
T-Ball
Exhibit-C
Performance Requirements Sheet

In addition to the terms and conditions of this AGREEMENT, authorized use of the PROPERTY shall also be performed, if applicable, in compliance with the following Performance Requirements.

The Term of this AGREEMENT shall be contingent upon ORGANIZATION completing the following Performance Requirements to the satisfaction of CITY, within the specified time and in the manner stipulated.

In case of any inconsistency or conflict between this Performance Requirements Sheet and the content of this AGREEMENT, the provisions of the AGREEMENT shall prevail. Omission of any requirement contained in the AGREEMENT from this Performance Requirements Sheet shall not relieve ORGANIZATION from any responsibility for compliance with such requirement(s).

Performance Requirements:

1. Promotion, Marketing: ORGANIZATION, with the support of CITY Staff, shall be responsible for the promotion of programming and the coordination of media events, marketing, advertising, and publicity.

2. Equipment: ORGANIZATION shall provide the equipment and supplies needed in a timely manner, as requested.

3. Abide by CITY rules and regulations while on site and working with CITY staff and volunteers.

4. Photos and Filming: ORGANIZATION shall ensure that no photographs or filming of any individuals, including minors, or depiction of their likeness is included in any publication without obtaining prior written consent from the individual or the minor's parent or legal guardian. The documentation of this written consent must be provided to the CITY Staff prior to photographs being taken and/or filming conducted.

5. Insurance: ORGANIZATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California.
EXHIBIT-D
Performance Report

Please complete the following Performance Report and provide to a CITY representative designated under this AGREEMENT.

Pursuant to Section 3 of this AGREEMENT (Performance Reviews), the completed Performance Report must be submitted to CITY prior to the end of the TERM of the AGREEMENT.

The Performance Report must cover all the information requested below.

Organization Information:

• On a monthly average, how many staff worked for your organization and in what capacity?
• How many volunteers served and in what capacity?
• Among those on staff, how many are licensed or certified and in what field?
• How many volunteers or staff are residents of the community served?

Program/Service Information:

• What are your goals and objectives for this collaborative relationship?
• How much progress was made on your goals and objectives?
• Were there any changes to the scope of work or plans, and if so, what changed?
• What geographic community is being served and what segment of the community is being served (age group, gender, specially challenged, etc...)?
• What efforts are being taken to maximize the PROGRAM experience to as many people as possible at this site?
• How do you gauge public satisfaction with the program or services offered?

Outreach to the Community:

• What outreach efforts did you implement to advertise, publicize, and/or provide information to the community to attract participation? Attach samples or copies.
• Among the outreach methods implemented, which was the most effective?
• Was any information obtained from the community that presented reasons for non-participation or participation difficulties, and if so, what efforts were made in response to improve the situation and stimulate participation?
- Attached Annual calendar of events for upcoming year.
EXHIBIT-E
Insurance Requirements

Insurance Requirements and Limits as follows:

1. Workers' Compensation - $1,000,000 Limit
2. General Liability - $1,000,000 Limit
3. Automobile Liability - $1,000,000 Limit
4. Property Insurance (All Risk Coverage) - $1,000,000 Limit
2017

FIRST AMENDMENT
TO AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT
(Parties: Young Men Christian Association and City of Cudahy)

THIS FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Professional Services Agreement" date as of August 14, 2017 (the "Master Agreement"), is hereby made and entered into this 25th day of September, 2017 (the "Effective Date") by and between the City of Cudahy, a municipal corporation (hereinafter, "City") and Young Men Christian Association, a California 501(c)(3) non-profit organization with in the City of Los Angeles (hereinafter "Organization"). For purpose of this First Amendment, the capitalized term "Parties" shall be a collective reference to the City and Organization and the capitalized term "Party" shall refer to the City or Organization interchangeably, as appropriate.

RECITALS

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

WHEREAS, on or about August 14, 2017, the Parties executed and entered into the Master agreement (attached hereto as Exhibit A) to allow Organization to provide evening and weekend youth Sports programs to the City, as provided therein; and

WHEREAS, the Parties wish to modify and amend the terms of the Master Agreement

WHEREAS, the Parties specifically seek to amend the Master Agreement to included compensation to the term of the Master Agreement, as set forth in Section 7, and total not-to-exceed sum of THIRTYSEVEN THOUSAND - SIX HUNDRED DOLLARS ($37,600.00); and

WHEREAS, Organization represents that it still possesses the specialized training, skill expertise and experience required to perform the services contemplated under the Master Agreement

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and receipt and sufficiency of which is hereby acknowledged, and intended to be legally bound hereby , the Parties agree as follows:
1. Section 7 (Fees and Charges) of the Master Agreement is hereby amended to read as follows:

A. ORGANIZATION shall perform the various services and task set forth in Exhibit "B" in accordance with the fee structure set forth therein. The foregoing notwithstanding, ORGNIZATION's total compensation during the Term shall not exceed the aggregate sum of THIRTYSEVEN THOUSAND - SIX HUNDRED DOLLARS ($37,600.00) ("Not-to-Exceed Sum") ORGANIZATION shall provide CITY written notice within fifteen (15) calendar days of incurring fees and charges in excess of THIRTYSEVEN THOUSAND - SIX HUNDRED DOLLARS ($37,600.00) in any given fiscal year. In the event ORGANIZATION's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the TEAR or any, 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.

2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. Section 7 of the Master Agreement notwithstanding, this First Amendment together with the Master Agreement shall constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

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

CITY: 

City of Cudahy

By: __________________________

CONTRACTOR

Young Men's Christian Association

By: __________________________
APPROVED AS TO FORM

BY: [Signature]
City Attorney
STAFF REPORT

Date: May 21, 2019
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Richard Iglesias, Assistant City Clerk
Subject: Adoption of Resolution No. 19-14, supporting an accurate 2020 Census of the Southeast Los Angeles Region, where the City of Cudahy will Educate, Encourage, and Embolden Community Members to Participate in the 2020 Census

RECOMMENDATION

The City Council is requested to adopt Resolution No. 19-14, supporting an accurate 2020 Census of the Southeast Los Angeles Region, where the City of Cudahy will Educate, Encourage, and Embolden Community Members to participate in the 2020 Census.

BACKGROUND

On April 16, 2019, Vice Mayor Alcantar requested to add a resolution on the upcoming City Council meeting agenda to support the census 2020 efforts.

ANALYSIS

Mandated by Article 1 Section 2 of the United States Constitution, the U.S. Census is the nation’s instrument to count its population once every ten years.

A thorough and accurate census is crucial for a variety of reasons including allowing businesses to use census data and decide where new business opportunities can be found, specifying where developers can build new homes and which neighborhoods need investing, and using census data to support legislation that affect certain communities.
Most importantly an updated census dictates how more than $675 billion in federal funds, funding intended to invest in schools, hospitals, roads, and public works, will be distributed among counties across the nation. Census data is also used by lawmakers in Washington to decide the number representatives states will have.

Historically, impoverished and minority communities have under-represented in the U.S. Census. This leads to decreased federal funding to communities that need it most, as well as non-profit organizations potentially prioritizing other communities that report a higher Census count.

The outreach campaign will consist of door to door canvassing, running a social media campaign, conducting community workshops, and partnering with other organizations in hopes of having an accurate count.

CONCLUSION

It is recommended that the City approve Resolution No. 19-14, allocating funds to run an outreach campaign that galvanizes residents to participate in the U.S. Census and have an accurate representation of the City’s population.

FINANCIAL IMPACT

An appropriation of $15,000 to the Fiscal Year 2019-20 City Budget is requested for the Census 2020 outreach, assistance and mobilization activities.

ATTACHMENTS

Resolution No. 19-14
RESOLUTION NO. 19-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, IN SUPPORT OF AN ACCURATE 2020 CENSUS OF THE SOUTHEAST LOS ANGELES REGION, WHERE THE CITY OF CUDAHY WILL EDUCATE, ENCOURAGE, AND EMBOLDEN COMMUNITY MEMBERS TO PARTICIPATE IN THE 2020 CENSUS

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, federal officials rely on census data to allocate billions of dollars in federal funds to local communities and to determine the fair reapportionment of congressional seats; and

WHEREAS, state and local officials use census data in redistricting processes to draw representative boundaries for federal, state and local districts and when making decisions about infrastructure, such as where to build new schools or roads; and

WHEREAS, other stakeholders also rely on census data when making decisions that affect local communities, such as entrepreneurs deciding whether and where to start or relocate a business; and

WHEREAS, the decennial census is a huge undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count; and

WHEREAS, the U.S. Census Bureau is facing several challenges with the 2020 Census, which include declining response rates, technological change, the potential inclusion of a citizenship question, and fiscal constraints; thus support from local government is critical; and

WHEREAS, according to the County of Los Angeles, approximately 92% of all Census Block Groups in the Southeast Los Angeles Region, including the City of Cudahy (the “City”), are considered hard-to-count due to having a “Very High” or “High” Low Response Score. The United States Census Bureau’s Low Response Score (LRS) identifies communities whose characteristics predict low census participation. The higher the LRS score, the less likely households are to respond to the survey; and

WHEREAS, the diversity of populations in the Southeast Los Angeles region means that there is a wide and complex range of regional barriers to census participation; and
WHEREAS, the cities in the Southeast Los Angeles region rely on federal financial resources to pay for vital services and programs on issues ranging from education to health to transportation; and

WHEREAS, the City, in partnership with other local governments, the State, businesses, Southeast Los Angeles Collaborative and community organizations, is committed to ensuring every resident is counted in 2020; and

WHEREAS, a fair and accurate count on the 2020 Census will help ensure that Southeast Los Angeles residents are represented in our democracy and receive critical services and supports across education, crime prevention, health care, and transportation.

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 City of Cudahy recognizes the importance of the 2020 Census and will develop and adopt a plan of action around ensuring a complete count of the residents of Southeast Los Angeles, which will include the following initiatives:

1. The creation of a formal partnership with philanthropic partners, community-based organizations, Southeast Los Angeles Collaborative, County of Los Angeles, State of California, and the U.S. Census Bureau;

2. The possibility of creating a Complete Count Committee composed of individuals and organizations from diverse sectors to work collaboratively on a campaign to mobilize Cudahy residents to be counted in Census 2020;

3. The active participation of the City in the Countywide Outreach Complete Count Committee to avoid duplication of efforts, identify gaps, and coordinate outreach.

4. The creation of an Inter-Departmental Working Group with representatives of each of the City’s departments, which will meet on a regular basis to develop and implement strategies for each department to conduct Census 2020 outreach and mobilization;

5. The possibility for Cudahy facilities to host Census Action Kiosks;

6. The potential of working with the County of Los Angeles to train and support residents to volunteer as goodwill ambassadors for the 2020 Census through, for example, staffing Census Action Kiosks;
7. The creation of a report which sets forth the City’s plan to mobilize its residents to participate in Census 2020;

8. The commitment to explore the possibility of creating a grant program for community-based or faith-based organizations in the City to conduct Census 2020 mobilization activities, and the presentation of a recommendation regarding such a program;

9. The appropriation of $15,000 to the Fiscal Year 2019-20 Budget for the Census 2020 outreach, assistance and mobilization activities set forth in this Resolution.

SECTION 2. The City Manager shall coordinate with staff, the City Council, Commissioners, and community members to carry out the responsibilities for the City’s Census 2020 outreach, assistance and mobilization activities set forth in this Resolution.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 21st day of May 2019.

Jose R. Gonzalez
Mayor

ATTEST:

Richard Iglesias
Assistant City Clerk
CERTIFICATION

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

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, do hereby certify that the above and foregoing Resolution No.19-14, 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 21st day of May 2019, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

__________________________  
Richard Iglesias  
Assistant City Clerk
STAFF REPORT

Date: May 21, 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 Appoint Board Members to City Commissions

RECOMMENDATION

The City Council is requested to consider appointing Board Members to the following City Commissions: Parks and Recreation Commission; Public Safety Commission; Aging and Senior Citizens Commission; and Planning Commission.

BACKGROUND


2. On June 19, 2018, City Council replaced and appointed one Board Member to the Parks and Recreation Commission.

ANALYSIS

Below is an update on the status of each City Commission, and a summary of their role:

- Parks and Recreation Commission: Three Expired Terms (two-year terms)
This Commission serves in advisory capacity to the City Council on the acquisition, use, maintenance, and operation of parks, playgrounds and other public recreational facilities, and to the maintenance of a planned program of public recreation for the citizens of Cudahy. This Commission meets on the fourth Tuesday each month at 6:00 p.m.;

- **Aging and Senior Citizens Commission**: One Unfilled Vacancy, and Two Expired Terms (two-year terms)

This Commission serves in an advisory capacity to the City Council on matters and means to enhance the health and quality of seniors in the community; provide advice based on input received to improve the programs, policies and services. This Commission meets on the second Monday each month at 2:00 p.m.;

- **Public Safety Commission**: One Unfilled Vacancy, and Three Expired Terms (two-year terms)

This Commission serves in an advisory capacity to the City Council on planning and preparation for a program of civil defense and disaster; problems of traffic safety as related to traffic and pedestrian control; and adequacy police, fire and health services. This Commission meets on the second Tuesday of each month at 5:00 p.m.; and

- **Planning Commission**: Two Unfilled Vacancies, and Two Expired Terms (two-year terms)

This Commission serves in advisory capacity to the City Council on land-use policy planning matters which guide the future growth, development, and beautification of the City, including public and private buildings and works, subdivisions, streets, parks and playgrounds and unimproved real property. This Commission meets on the third Monday of each month at 6:00 p.m.

**CONCLUSION**

Currently the City has vacancies and sitting Board Members whose terms have expired on April 30, 2019, on the Planning Commission, Aging and Senior Citizens Commission, Parks and Recreation Commission, and Public Safety Commission.

The City Council is requested to consider appointing sitting Board Members, and provide staff with the appropriate direction.
FINANCIAL IMPACT

There is no fiscal impact in the review and selection of commission appointees.

ATTACHMENT

A. List of City Commission Vacancies and Expired Terms
B. Applications for City Commissions
### List of City Commissions

#### Parks and Recreation Commission (three expired terms)

<table>
<thead>
<tr>
<th></th>
<th>Expired term as of 4/30/19</th>
<th>2-year term* (4/30/19 - 4/30/21)</th>
<th>2-year term** (4/30/18 - 4/30/20)</th>
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</thead>
<tbody>
<tr>
<td>1. Martin Aguilera</td>
<td></td>
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</tr>
<tr>
<td>2. Gilbert Cuevas</td>
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<td>X</td>
<td></td>
</tr>
<tr>
<td>3. Edin Enamorado</td>
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</tr>
<tr>
<td>4. Tevina Quintana</td>
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</tr>
<tr>
<td>5. David Rodriguez</td>
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</tr>
</tbody>
</table>

#### Aging and Senior Citizens Commission (one vacancy, and two expired terms)

<table>
<thead>
<tr>
<th></th>
<th>Expired term as of 4/30/19</th>
<th>2-year term* (4/30/19 - 4/30/21)</th>
<th>2-year term** (4/30/18 - 4/30/20)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Vacant</td>
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</tr>
<tr>
<td>2. Isaias Cornejo</td>
<td></td>
<td>X</td>
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<tr>
<td>3. Michele Gessner</td>
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<tr>
<td>4. Frank Gurule</td>
<td></td>
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<tr>
<td>5. Sandra Cabrera</td>
<td></td>
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</tbody>
</table>

#### Public Safety Commission (one vacancy, and three expired terms)

<table>
<thead>
<tr>
<th></th>
<th>Expired term as of 4/30/19</th>
<th>2-year term* (4/30/19 - 4/30/21)</th>
<th>2-year term** (4/30/18 - 4/30/20)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Emanuel Cruz</td>
<td></td>
<td>X</td>
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<tr>
<td>2. Diana Vera</td>
<td></td>
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<tr>
<td>3. Gustavo Mendez</td>
<td></td>
<td>X</td>
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<td>4. Enrique Cardonne</td>
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<tr>
<td>5. Vacant</td>
<td></td>
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</table>

#### Planning Commission (two vacancies, and two expired terms)

<table>
<thead>
<tr>
<th></th>
<th>Expired term as of 4/30/19</th>
<th>2-year term* (4/30/19 - 4/30/21)</th>
<th>2-year term** (4/30/18 - 4/30/20)</th>
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</thead>
<tbody>
<tr>
<td>1. Kimberly Ortega</td>
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<tr>
<td>2. Vacant</td>
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<td></td>
<td>Name</td>
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<tr>
<td>3.</td>
<td>Richard Corvera Hernandez</td>
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<tr>
<td>4.</td>
<td>Martin Fuentes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Vacant</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
Public Safety Commission
APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk's Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

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

Applications received after the deadline will not be considered.

Information Sheet

1. Commission being applied for:
   □ Planning Commission
   □ Parks and Recreation Commission
   □ Public Safety Commission
   □ Aging and Senior Citizens Commission

2. Name: ___________ (Last) _______ (First) _______ (Middle)
   Address: ____________________________
   Home Phone: ____________________________
   Business Phone: ____________________________
   Email: ___________@cityofcudahy.ca.gov
   Zip: 90201

   Have you ever been convicted of a crime? If Yes, please explain.
   □ Yes □ No

   Are you a registered voter within the City of Cudahy?
   □ Yes □ No

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

   Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity?
   □ Yes □ No
   Public Safety

3. Occupation and Place of Employment:
   Educator, Pomona Unified School District

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

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

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:
   Familiarity with the operations of Public Safety and developed partnerships and networks with Sheriffs Dept and LACOFD.

7. Please state the reasons you are interested in filling this vacancy:
   Want to build a Neighborhood Watch group and develop youth programs through Explorers and develop a CERT group, the first of its kind in our area.
8. Please briefly express your views regarding current and future development in Cudahy: More opportunities for our youth in Fire Dept. and other Explorer programs and community involvement through CERT and bring awareness on the crime wave to our residents.

9. References
   1. Frank Sotelo
      Name
      Home No.: (  )
      Cell No.: [redacted]
   2. Emanuel Cruz
      Name
      Home No.: (  )
      Cell No.: [redacted]
   3. Aracely Juarez
      Name
      Home No.: (  )
      Cell No.: [redacted]

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

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

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

   [redacted]
   Applicant's Signature
   4/18/19
   Date

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

---

FOR INTERNAL USE ONLY

Received By: ________________________________

Meets Minimum Requirements
☐ Yes  ☐ No

☐ Registered Voter
☐ Resident of the City of Cudahy

Reviewed by: _____________________________ Date: _____________________________

Notes:

__________________________________________

__________________________________________

__________________________________________

__________________________________________

Application for City of Cudahy Commissions
Rev. 2/21/18
APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk's Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

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

Applications received after the deadline will not be considered.

Information Sheet

1. Commission being applied for:
   - [ ] Planning Commission
   - [x] Public Safety Commission
   - [ ] Parks and Recreation Commission
   - [ ] Aging and Senior Citizens Commission

2. Name: [Cruz] [Emmanuel]
   Address: [redacted]
   Home Phone: [redacted]
   Business Phone: [redacted]
   Have you ever been convicted of a crime? If Yes, please explain [Yes] [No]
   Are you a registered voter within the City of Cudahy? [Yes] [No]
   How long have you lived within the incorporated city limits of the City of Cudahy? [Yes] [No]
   Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity? [Yes] [No]

3. Occupation and Place of Employment: [redacted]

4. List Community Organizations or professional groups in which you hold active membership(s):
   - [Cudahy en Marcha Juntos por Cudahy]
   - [Social Media Organizer, Community Liaison]

5. List positions of responsibility held in any of the above organizations:
   - [redacted]

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

7. Please state the reasons you are interested in filling this vacancy:
   - [redacted]
8. Please briefly express your views regarding current and future development in Cudahy:

I know what Cudahy needs to succeed and see economic
development

9. References

1. Guadalupe Martinez
   Name
   Home No.: ( )
   Cell No.: ( )

2. Alicia Casillas
   Name
   Home No.: ( )
   Cell No.: ( )

3. Aliyah Smith
   Name
   Home No.: ( )
   Cell No.: ( )

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

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

Applicant’s Signature: ____________________________  Date: 4/6/14

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

FOR INTERNAL USE ONLY

Received By: ________________________________

Meets Minimum Requirements

☐ Yes  ☐ No

☐ Registered Voter
☐ Resident of the City of Cudahy

Reviewed by: ___________________________ Date:

Notes:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
Planning Commission
APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk's Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

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

Applications received after the deadline will not be considered.

Information Sheet

1. Commission being applied for:

✓ Planning Commission
☐ Parks and Recreation Commission
☐ Public Safety Commission
☐ Aging and Senior Citizens Commission

2. Name: Mendez, Gustavo
Address: [Redacted]
Home Phone: [Redacted]
Business Phone: [Redacted]
Email: ggmendez@cityofcudahy.ca.gov

Have you ever been convicted of a crime? If Yes, please explain □ Yes ☑ No
Are you a registered voter within the City of Cudahy? □ Yes □ No
How long have you lived within the incorporated city limits of the City of Cudahy? □ Yes □ No

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

3. Occupation and Place of Employment:
Educator at Pomona Unified School District

4. List Community Organizations or professional groups in which you hold active membership(s):
none

5. List positions of responsibility held in any of the above organizations:
none

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate
for appointment to his position: I have academic experience when it comes to starting a business and business licensing.

7. Please state the reasons you are interested in filling this vacancy: For the best interests of the city and its residents, I can contribute in strengthening transparency and communication between parties and thus expediting business agenda.
8. Please briefly express your views regarding current and future development in Cudahy:

9. References

1. Frank Sotelo  
   Name  
   Home No.: ( )  
   Cell No.:  

2. John Samedzadeh  
   Name  
   Home No.: ( )  
   Cell No.:  

3. Emmanuel Cruz  
   Name  
   Home No.:  
   Cell No.: ( )  

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

[Signature]  
02/14/2019  

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

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FOR INTERNAL USE ONLY

Received By:  

Meets Minimum Requirements  
□ Yes  □ No

□ Registered Voter  
□ Resident of the City of Cudahy

Reviewed by:  
Date:  

Notes:  

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Application for City of Cudahy Commissions
Rev. 2/27/18

Page 2 of 2
APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk’s Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

Instructions (Please Type or Print Clearly)
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Applications received after the deadline will not be considered.

Information Sheet

1. Commission being applied for:

☑ Planning Commission ☐ Parks and Recreation Commission
☐ Public Safety Commission ☐ Aging and Senior Citizens Commission

2. Name:

First: Cruz
Middle: Cesar
Last: Efrain
Address: [Redacted]
Home Phone: [Redacted]
Business Phone: [Redacted]
Email: [Redacted]

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

□ Yes [X] No

Are you a registered voter within the City of Cudahy?

□ Yes [X] No

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

□ 28 [X] No

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

☑ Yes [X] No

Former Parks & Recreation Commissioner

3. Occupation and Place of Employment:

Owner of Shamrgas Studios

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

Cudahy en Marcha, Shamrgas Studios, Venice Community Housing

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

Chairman of Parks & Recreation/President

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to his position: I have 7 years of commission experience and been living in Cudahy my whole life.

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

I took some time off to build a company and now im able to give back and serve my community again.
8. Please briefly express your views regarding current and future development in Cudahy:
   Cudahy is doing great, and with the help of everyone we can only get better for our people.

9. References
   1. Scott Barber
      Name
      Home No.: ( )
      Cell No.: ( )

   2. Maria Torres
      Name
      Home No.: ( )
      Cell No.: ( )

   3. Emanuel Cruz
      Name
      Home No.: ( )
      Cell No.: ( )

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

   4/9/19
   Date

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

FOR INTERNAL USE ONLY

Received By: ____________________________________________

Meets Minimum Requirements
   □ Yes  □ No

   □ Registered Voter
   □ Resident of the City of Cudahy

Reviewed by: ____________________________________________ Date: ______________________________

Notes: __________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

Application for City of Cudahy Commissions
Rev. 2/27/18
APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk’s Office
5223 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

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you answer all questions on your application fully and accurately. If additional space is needed to answer
questions, attach additional sheets.

Applications received after the deadline will not be considered.

Information Sheet
1. Commission being applied for:
   - Planning Commission
   - Public Safety Commission
   - Parks and Recreation Commission
   - Aging and Senior Citizens Commission

2. Name: CORUERA HERNANEZ RICHARD
   Address: ___________________________ Zip: 90201
   Home Phone: ___________________________ Business Phone: SAME
   Email: ________________________________________

Have you ever been convicted of a crime? If Yes, please explain
☐ Yes ☑ No
Are you a registered voter within the City of Cudahy?
☐ Yes ☐ No
How long have you lived within the incorporated city limits of the City of Cudahy?

☐ Yes ☐ No
Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity?
☐ Yes ☐ No

3. Occupation and Place of Employment:
   Commissioner, City of Cudahy

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

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

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate
   for appointment to his position: I have been a member of the Planning Commission for 4 years.

7. Please state the reasons you are interested in filling this vacancy:
   I have a general understanding of the City General Law, My education has been in Business
   real estate.
8. Please briefly express your views regarding current and future development in Cudahy: I am very happy to have work in the Development of the City’s General Plan.

9. References

1. Elizabeth Aleman
   Name
   Home No.: 
   Cell No.: 

2. Susie de Santiago
   Name
   Home No.: 
   Cell No.: 

3. Martin Aguirre
   Name
   Home No.: 
   Cell No.: 

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

   5/14/2019
   Date

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

FOR INTERNAL USE ONLY

Received By: ____________________________

Meets Minimum Requirements
□ Yes  □No

□ Registered Voter
□ Resident of the City of Cudahy

Reviewed by: ____________________________ Date: __________

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

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Information Sheet

1. Commission being applied for:
   - [ ] Planning Commission
   - [ ] Public Safety Commission
   - [ ] Parks and Recreation Commission
   - [ ] Aging and Senior Citizens Commission

2. Name: Beltran  Stephany
   Address: [Redacted]
   Home Phone: [Redacted]
   Email: [Redacted]
   Phone: (Middle) 9021

Have you ever been convicted of a crime? If Yes, please explain.
Are you a registered voter within the City of Cudahy?
How long have you lived within the incorporated city limits of the City of Cudahy? 27 years

Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity? [ ] Yes [ ] No

3. Occupation and Place of Employment: Legal Assistant, Law Offices of Robin Jacobs

4. List Community Organizations or professional groups in which you hold active membership(s):
   Unidos Por Cudahy, L.A. Tenants Union

5. List positions of responsibility held in any of the above organizations: None

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to his position: As a longtime resident of Cudahy and college graduate, I believe that I can use my education to help address the many issues affecting my community.

7. Please state the reasons you are interested in filling this vacancy: I'm interested in being part of the Planning Commission because I would like to protect my community from the housing crisis Los Angeles County is currently facing. I'd also like to help Cudahy become the great city I know it could be.
8. Please briefly express your views regarding current and future development in Cudahy. (Cudahy is in dire need of development but not at the expense of the well-being of its residents. City has to strike a balance between economic development and affordable housing)

9. References

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<tbody>
<tr>
<td>Jack Guerrero</td>
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<tr>
<td>Blanca Lopez</td>
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<tr>
<td>Andre Rangel</td>
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11. I, the undersigned, certify that the above information is true and correct and that I am sincerely interested in serving in this position for the City of Cudahy and, if appointed, will be available for evening meetings.

[Signature]

5/13/19

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

---

FOR INTERNAL USE ONLY

- [ ] Registered Voter
- [ ] Resident of the City of Cudahy (Incorporated Area)
  Revisited by: __________________________ Date: __________________________

Notes: __________________________
APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk's Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

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Information Sheet

1. Commission being applied for:
   
   X Planning Commission
   □ Public Safety Commission
   X Parks and Recreation Commission
   X Aging and Senior Citizens Commission

2. Name: Covarrubias Patricia
   Address: [redacted] Zip: 90201
   Home Phone: [redacted] Business Phone: [redacted]
   Email: [redacted]

   Have you ever been convicted of a crime? If Yes, please explain:
   [redacted]

   Are you a registered voter within the City of Cudahy?
   [redacted]

   How long have you lived within the incorporated city limits of the City of Cudahy?
   [redacted] years

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

3. Occupation and Place of Employment: Housewife. 7907 Graton Ave, Cudahy, CA 90201

4. List Community Organizations or professional groups in which you hold active membership(s):
   Unidos por Cudahy and Elizabeth Homeowners Association

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

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to his position:
   I'm active in the community, therefore it makes me a suitable candidate, because I know the community needs.

7. Please state the reasons you are interested in filling this vacancy:
   I would like to serve on the planning commission to have a voice in the decision making on future development plans.
8. Please briefly express your views regarding current and future development in Cudahy:

I agree with current development and future development, because the city is in need of revenue.

9. References
   1. Jack Guerrero
      Name
      Home No.:
      Cell No.:
   2. Blanca Lozoya
      Name
      Home No.:
      Cell No.:
   3. Luis Garcia
      Name
      Home No.:
      Cell No.:

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

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

   [Signature]
   Applicant’s Signature
   5-13-19
   Date

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

FOR INTERNAL USE ONLY

Received By: ________________________________

Meets Minimum Requirements
☐ Yes  ☐ No

☐ Registered Voter
☐ Resident of the City of Cudahy

Reviewed by: ________________________________ Date: ________________________________

Notes:

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

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Information Sheet

1. Commission being applied for:
   - [X] Planning Commission
   - [ ] Public Safety Commission
   - [ ] Parks and Recreation Commission
   - [ ] Aging and Senior Citizens Commission

2. Name: CUEVAS Gilbert
   - (First) CUE
   - (Middle) VA
   - (Last) S
   - (Middle) G
   - (Ssn) 072-01

   Have you ever been convicted of a crime? If Yes, please explain
   - [X] Yes [ ] No

   Are you a registered voter within the City of Cudahy?
   - [ ] Yes [ ] No

   How long have you lived within the incorporated city limits of the City of Cudahy?
   - [X] 19 yrs

   Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity?
   - [ ] Yes [ ] No

   Planning/Parks Commission

3. Occupation and Place of Employment:
   - Sales Director/Impak Corp. Gardena, CA

4. List Community Organizations or professional groups in which you hold active membership(s):
   - CAMSC VP, Non Profit Organization President of the CYF

5. List positions of responsibility held in any of the above organizations:
   - Chair of the Parks & Rec Commission, Pres of the CYF

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to his position:
   - I have 5 yrs exp as a Cudahy Commissioner, my relationships with my colleagues serves our community well.

7. Please state the reasons you are interested in filling this vacancy:
   - Current Commissioner I have an agenda to complete.
8. Please briefly express your views regarding current and future development in Cudahy:
I strongly believe that Atlantic being our Downtown should be lined up new business and our city hall should be located there.

9. References
1. Angie Lopez
   Name
   Home No.: ( )
   Cell No.: ( )

2. Javier Suarez
   Name
   Home No.: ( )
   Cell No.: ( )

3. David Del Rosario
   Name
   Home No.: ( )
   Cell No.: ( )

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

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

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

   [Signature]

Date: 4/10/19

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

FOR INTERNAL USE ONLY

Received By: ________________________________

Meets Minimum Requirements
□ Yes □ No

□ Registered Voter
□ Resident of the City of Cudahy

Reviewed by: ________________________________ Date: ________________________________

Notes:

__________________________________________________________________________________

__________________________________________________________________________________

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__________________________________________________________________________________

Application for City of Cudahy Commissions
Rev. 2/27/18

Page 2 of 2
APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk's Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

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

Applications received after the deadline will not be considered.

Information Sheet

1. Commission being applied for:
   - Planning Commission
   - Public Safety Commission
   - Parks and Recreation Commission
   - Aging and Senior Citizens Commission

2. Name: Padilla Leslie Katherine
   Address: __________________________________________________________________________
   Home Phone: _________________________________________________________________________
   Business Phone: _____________________________________________________________________
   Email: _______________________________________________________________________

   Have you ever been convicted of a crime? If Yes, please explain _____________________________
   Are you a registered voter within the City of Cudahy? Yes No
   How long have you lived within the incorporated city limits of the City of Cudahy? 20 Years
   Have you ever been a member of any Commission, or employed by the City of Cudahy? Yes No

3. Occupation and Place of Employment: Instructor Self employed

4. List Community Organizations or professional groups in which you hold active membership(s):
   Sherman Oaks Studio Cudahy and Mancha.

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

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to his position: I've lived in the city over 20 years, I know

7. Please state the reasons you are interested in filling this vacancy: It needs and wants
   Because I'm passionate about my city
8. Please briefly express your views regarding current and future development in Cudahy:

9. References:
   1. Cesar Cruz
   2. Guadalupe Martinez
   3. Andres Rangel

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

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

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

   [Signature]

   [Date: 04-11-19]

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

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FOR INTERNAL USE ONLY

Received By: ________________________________

Meets Minimum Requirements
☐ Yes ☐ No

☐ Registered Voter
☐ Resident of the City of Cudahy

Reviewed by: ________________________________ Date: ________________________________

Notes: ____________________________________________________________

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Application for City of Cudahy Commissions
Rev. 2/27/18
Aging and Senior Citizen Commission
APPLICATION FOR COMMISSIONS

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

Instructions (Please Type or Print Clearly)

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Information Sheet

1. Commission being applied for:
   - [ ] Planning Commission
   - [ ] Public Safety Commission
   - [X] Aging and Senior Citizens Commission
   - [ ] Parks and Recreation Commission

2. Name:   
   - [Last Name] Geiger
   - [First Name] Michele
   - [Middle Initial] Marie

   Address: ____________________________
   Home Phone: ________________________
   Email: ______________________________
   Business Phone: N/A
   Zip: 90201

   Have you ever been convicted of a crime? If Yes, please explain:  ________________  
   Are you a registered voter within the City of Cudahy?  ________________  
   How long have you lived within the incorporated city limits of the City of Cudahy?  ________________  
   Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity? Staff member Oct 2007 - March 8, 2013.

3. Occupation and Place of Employment:
   Semi-retired research tech. [email] gangengrove.ca

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

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

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to his position:
   I have lived in the city for 50 years and have a staff member from 2007-2013. Therefore, I understand what work needs to be done with our seniors.

7. Please state the reasons you are interested in filling this vacancy:
   I am a great worker with knowledge that can help our seniors.
8. Please briefly express your views regarding current and future development in Cudahy:

9. References
   1. Name
   2. Name
   3. Name

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

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

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

   [Signature]

   May 15, 2019

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

---

FOR INTERNAL USE ONLY

Received By: ____________________________________________

Meets Minimum Requirements
☐ Yes  ☐ No

☐ Registered Voter
☐ Resident of the City of Cudahy

Reviewed by: ________________________________ Date: ___________

Notes:
_____________________________________________________
_____________________________________________________
_____________________________________________________
_____________________________________________________

APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk’s Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

Instructions (Please Type or Print Clearly)
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Information Sheet

1. Commission being applied for:
   - Planning Commission
   - Public Safety Commission
   - Parks and Recreation Commission
   - Aging and Senior Citizens Commission

2. Name: Covarrubias Patricia
   Address: _______________ Zip: 90201
   Home Phone: _______________ Business Phone: _______________
   Email: _______________

   Have you ever been convicted of a crime? If Yes, please explain.
   Are you a registered voter within the City of Cudahy?
   How long have you lived within the incorporated city limits of the City of Cudahy?
   - Yes
   - No

   Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity?
   Yes, I was a senior commissioner.
   - Yes
   - No

3. Occupation and Place of Employment: Housewife, 7907 Crafton Ave, Cudahy, CA 90201

4. List Community Organizations or professional groups in which you hold active membership(s):
   Unidos por Cudahy and Elizabeth Homeowners Association

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

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to his position:
   I am active in the community, therefore makes me a suitable candidate, because I know the community needs.

7. Please state the reasons you are interested in filling this vacancy:
   I would like to serve on the planning commission to have a voice in the decision making on future development plans.
8. Please briefly express your views regarding current and future development in Cudahy:

   I agree with current development and future development, because the city is in need of revenue.

9. References
   1. Jack Guerrero
      Name
      Home No.: [Redacted]
      Cell No.: [Redacted]
   2. Blanca Lopez
      Name
      Home No.: [Redacted]
      Cell No.: [Redacted]
   3. Luis Garcia
      Name
      Home No.: [Redacted]
      Cell No.: [Redacted]

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

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

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

   [Redacted]
   Applicant’s Signature

   5-13-19
   Date

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

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FOR INTERNAL USE ONLY

Received By: ______________________________

Meets Minimum Requirements
[ ] Yes  [ ] No

[ ] Registered Voter  [ ] Resident of the City of Cudahy

Reviewed by: ______________________________  Date: ______________________________

Notes: ____________________________________

________________________________________

Application for City of Cudahy Commissions
Rev. 2/27/18  Page 2 of 2
APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk's Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

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

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Information Sheet

1. Commission being applied for:
   - Planning Commission
   - Public Safety Commission
   - Parks and Recreation Commission
   - Aging and Senior Citizens Commission

2. Name: [Cruz]
   [Cecilia]
   Address: [Redacted]
   Home Phone: [Redacted]
   Business Phone: [Redacted]
   Email: [Redacted]
   Zip: 90201

   Have you ever been convicted of a crime? If Yes, please explain
   [Redacted]
   Are you a registered voter within the City of Cudahy?
   Yes [X] No
   How long have you lived within the incorporated city limits of the City of Cudahy?
   30 years
   Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity?
   Yes [X] No

3. Occupation and Place of Employment:
   Self employed

4. List Community Organizations or professional groups in which you hold active membership(s): [Innovate, SEIU-UHW, Padres Por Unidad, Unidos Por Cudahy, Cudahy en Marcha]

5. List positions of responsibility held in any of the above organizations:
   Leader of group, Bike Leader Organizer.

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:
   Because I'm very passionate about my community, I have been involved for over 20 years.

7. Please state the reasons you are interested in filling this vacancy:
   It's time to take a bigger role in Cudahy.
8. Please briefly express your views regarding current and future development in Cudahy:

9. References
   1. Blanca Perez
      Name
      Home No.: ____________________________
      Cell No.: ____________________________
   2. Bertha Hernandez
      Name
      Home No.: ____________________________
      Cell No.: ____________________________
   3. Emanuel Cruz
      Name
      Home No.: ____________________________
      Cell No.: ____________________________

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

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

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

   [Signature]
   Date: 5/2/19

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

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FOR INTERNAL USE ONLY

Received By: ________________________________

Meets Minimum Requirements

☐ Yes ☐ No

☐ Registered Voter
☐ Resident of the City of Cudahy

Reviewed by: ________________________________ Date: ________________

Notes:

__________________________________________
__________________________________________
__________________________________________
__________________________________________
__________________________________________
Parks and Recreation Commission
APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk's Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

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

Applications received after the deadline will not be considered.

Information Sheet
1. Commission being applied for:
   - ☐ Senior Commission
   - ☑ Parks and Recreation Commission
   - ☐ Planning Commission
   - ☐ Public Safety Commission

   Note: If you are interested in both commissions, please identify the commission of your first choice

2. Name: ________ Susie de Santiago, (Last) (First) (Middle)
   Address: ____________  ____________  ____________
   Home Phone: ________ Business Phone: ________
   Email: ____________  ____________  ____________

   Have you ever been convicted of a crime? If Yes, please explain
   Are you a registered voter within the City of Cudahy?
   How long have you lived within the incorporated city limits of the City of Cudahy?

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

3. Occupation and Place of Employment: Self-employed, Business Administration

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

5. List positions of responsibility held in any of the above organizations:
   In SELA Coalition I helped organize a community forum

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to his position:
   I have worked with other organizations to bring programs or services that benefit the youth and community (i.e. Child 360 parenting and financial literacy classes). For the past 3 years I have organized "International Walk To School Day". I have previously served on the Planning and Parks and Recreation Commissions.

7. Please state the reasons you are interested in filling this vacancy:
   I would like to assist the Parks and Recreation Commission in improving the programs Cudahy currently offers and also explore ways in which we can bring new programs that will benefit the community.
8. Please briefly express your views regarding current and future development in Cudahy:
   Currently we lack resources and program availability for the Community. I want to see our parks and community buildings transform in to a place where families are proud to come learn, relax, and enjoy themselves.

9. References
   1. Baru Sanchez
      Name
      Home No.: ( )
      Cell No.: ____________________________
   2. Elizabeth Alcantar
      Name
      Home No.: ( )
      Cell No.: ____________________________
   3. Michele Gessner
      Name
      Home No.: ( )
      Cell No.: ____________________________

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

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

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

   Applicant’s Signature ____________________________
   Date: 05/13/2019

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

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FOR INTERNAL USE ONLY

Meets Minimum Requirements
☐ Registered Voter
☐ Resident of the City of Cudahy (Incorporated Area)
Reviewed by: ____________________________
Date: ____________________________
Notes: ____________________________
APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk's Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

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

Applications received after the deadline will not be considered.

Information Sheet

1. Commission being applied for:
   □ Planning Commission
   □ Public Safety Commission
   □ Parks and Recreation Commission
   □ Aging and Senior Citizens Commission

2. Name: ____________________________ (Last) ____________________________ (First)
   Address: ____________________________ Zip: ____________________________
   Home Phone: ____________________________ Business Phone: ____________________________
   Email: ____________________________

   Have you ever been convicted of a crime? If Yes, please explain
   Are you a registered voter within the City of Cudahy?
   How long have you lived within the incorporated city limits of the City of Cudahy?
   □ Yes □ No
   □ Yes □ No
   □ Yes □ No

3. Occupation and Place of Employment:
   Educator, Pomona Unified School District

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

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

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:
   I've had extensive discussions with residents and City Commissions about the upkeep, safety and beautification of our parks and involvement of community events.

7. Please state the reasons you are interested in filling this vacancy:
   I have the drive to organize and collaborate with local agencies and city staff to improve our events we host for our residents. Overall, I'd like to continue growing Cudahy, if permitted.
8. Please briefly express your views regarding current and future development in Cudahy: I'd like to host workshops/events that bring agencies/local businesses and residents together and touch basis on specific concerns like neighborhood watch, youth programs and accountability.

9. References
   1. Frank Saito
      Name: Frank Saito
      Home No.: ( )
      Cell No.: 
   2. Emanuel Cruz
      Name: Emanuel Cruz
      Home No.: ( )
      Cell No.: 
   3. John Samuel Molina
      Name: John Samuel Molina
      Home No.: ( )
      Cell No.: 

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

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

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

   [Signature]

   4/18/19

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

FOR INTERNAL USE ONLY

Received By:  

Meets Minimum Requirements
☐ Yes  ☐ No

☐ Registered Voter
☐ Resident of the City of Cudahy

Reviewed by:  Date:

Notes:


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

Instructions (Please Type or Print Clearly)
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you answer all questions on your application fully and accurately. If additional space is needed to answer
questions, attach additional sheets.

Applications received after the deadline will not be considered.

Information Sheet

1. Commission being applied for:
   - Planning Commission
   - Public Safety Commission
   - Parks and Recreation Commission
   - Aging and Senior Citizens Commission

2. Name: Cruz Cecilio
   Address: [Redacted]
   Phone: [Redacted] Business Phone: [Redacted]
   Zip: 90201
   Have you ever been convicted of a crime? If Yes, please explain
   □ Yes □ No
   Are you a registered voter within the City of Cudahy?
   □ Yes □ No
   How long have you lived within the incorporated city limits of the City of Cudahy?
   □ Yes □ No
   Have you ever been a member of any Commission, or employed by
   the City of Cudahy? If Yes, in what capacity?
   □ Yes □ No

3. Occupation and Place of Employment:
   Self employed

4. List Community Organizations or professional groups in which you hold active membership(s): "Innovate,
   Padres por Unidad, Unidos Por Cudahy, Cudahy en Marcha"

5. List positions of responsibility held in any of the above organizations:
   Leader of group, Bike Leader Organizer

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate
   for appointment to his position: "Because I'm very passionate about my community
   I have been involved for over 20 years."

7. Please state the reasons you are interested in filling this vacancy:
   "I think it is time to take a bigger role in Cudahy."
8. Please briefly express your views regarding current and future development in Cudahy:

9. References
   1. **Blanca Perez**
      - Home No.: 
      - Cell No.: 
   2. **Bertha Torres**
      - Home No.: 
      - Cell No.: 
   3. **Emanuel Cruz**
      - Home No.: 
      - Cell No.: 

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

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

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

   [Signature]

   5/2/19

   Date

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

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**FOR INTERNAL USE ONLY**

Received By: ________________________________

Meets Minimum Requirements

☐ Yes  ☐ No

☐ Registered Voter
☐ Resident of the City of Cudahy

Reviewed by: ________________________________ Date: ________________

Notes:

________________________________________________________________________

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________________________________________________________________________

Application for City of Cudahy Commissions
Rev. 2/2/18
APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk’s Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

Instructions (Please Type or Print Clearly)
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Information Sheet

1. Commission being applied for:
   - Planning Commission
   - Public Safety Commission
   - Parks and Recreation Commission
   - Aging and Senior Citizens Commission

2. Name: Padilla Leslie Katherine
   Address:
   Home Phone:
   Business Phone:
   Email:
   Zip: 90201

   Have you ever been convicted of a crime? If Yes, please explain
   Are you a registered voter within the City of Cudahy?
   How long have you lived within the incorporated city limits of the City of Cudahy?
   Yes No

   Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity?
   Yes No

3. Occupation and Place of Employment:
   Instructor / Self employed

4. List Community Organizations or professional groups in which you hold active membership(s):
   Sherman Oaks Studios, Cudahy and Manna

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

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to his position:
   I've lived in the city over 20 years, I know

7. Please state the reasons you are interested in filling this vacancy:
   Its needs and wants
   Because I'm passionate about my city
8. Please briefly express your views regarding current and future development in Cudahy:

9. References
   1. **Cesar Cruz**
      - Home No.: [Redacted]
      - Cell No.: [Redacted]
   2. **Guadalupe Martinez**
      - Home No.: [Redacted]
      - Cell No.: [Redacted]
   3. **Andres Rangel**
      - Home No.: [Redacted]
      - Cell No.: [Redacted]

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

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

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

   [Redacted]

   Applicant's Signature: ____________________________
   Date: ____________________________

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

FOR INTERNAL USE ONLY

Received By: ____________________________

Meets Minimum Requirements
☐ Yes  ☐ No

☐ Registered Voter
☐ Resident of the City of Cudahy

Reviewed by: ____________________________ Date: ____________________________

Notes: ____________________________________________________________
__________________________________________________________
__________________________________________________________
__________________________________________________________

Application for City of Cudahy Commissions
Rev. 2/27/18
APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk's Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

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

Applications received after the deadline will not be considered.

Information Sheet

1. Commission being applied for:
   - Planning Commission
   - Public Safety Commission
   - Parks and Recreation Commission
   - Aging and Senior Citizens Commission

2. Name: Covarrubias Patricia
   Address: ____________________________ Zip: 90201
   Home Phone: _______________________ Business Phone: _______________________
   Email: ____________________________

   Have you ever been convicted of a crime? If Yes, please explain
   Are you a registered voter within the City of Cudahy?
   How long have you lived within the incorporated city limits of the City of Cudahy?
   Yes □ No □
   Yes □ No □
   Years

   Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity?
   Yes, I was a senior commissioner.
   No □

3. Occupation and Place of Employment: Housewife. 7907 Grabow Ave. Cudahy, CA 90201

4. List Community Organizations or professional groups in which you hold active membership(s):
   Unidos por Cudahy and Elizabeth Homeowners Association

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

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate
   for appointment to his position: I'm active in the community, therefore makes me a suitable candidate, because I know the community needs.

7. Please state the reasons you are interested in filling this vacancy:
   I would like to serve on the planning commission to have a voice in the decision making on future development plans.
8. Please briefly express your views regarding current and future development in Cudahy:

I agree with current development and future development, because the city is in need of revenue.

9. References
   1. Jack Guerrero
      Name: ___________________________
      Home No.: ___________________________
      Cell No.: ___________________________

   2. Blanca Lopez
      Name: ___________________________
      Home No.: ___________________________
      Cell No.: ___________________________

   3. Luis Garcia
      Name: ___________________________
      Home No.: ___________________________
      Cell No.: ___________________________

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

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

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

   Applicant’s Signature

   5-13-19
   Date

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

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FOR INTERNAL USE ONLY

Received By: ___________________________

Meets Minimum Requirements
□ Yes □ No

□ Registered Voter
□ Resident of the City of Cudahy

Reviewed by: ___________________________ Date: ___________________________

Notes:

________________________________________________________________________

________________________________________________________________________

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

Instructions (Please Type or Print Clearly)

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

Applications received after the deadline will not be considered.

Information Sheet

1. Commission being applied for:
   - Planning Commission
   - Parks and Recreation Commission
   - Public Safety Commission
   - Aging and Senior Citizens Commission

2. Name: Cuevas Gilbert
   Address: [redacted]
   Home Phone: [redacted]
   Business Phone: [redacted]
   (First) (Middle) (Last) 60201
   Have you ever been convicted of a crime? If Yes, please explain
   Are you a registered voter within the City of Cudahy?
   How long have you lived within the incorporated city limits of the City of Cudahy?
   □ Yes □ No
   □ Yes □ No
   □ Yes □ No
   19 yrs

3. Occupation and Place of Employment:
   Sales Director / Impak Corp. Gardena, CA

4. List Community Organizations or professional groups in which you hold active membership(s):
   CAMSL VP, Non Profit Organization President of the
   CYF

5. List positions of responsibility held in any of the above organizations:
   Chair of the Parks & Rec Commission, Pres of the CYF

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to his position: I have 5 yrs exp as a Cudahy Commissioner.
   My relationships with my colleagues serves our community well.

7. Please state the reasons you are interested in filling this vacancy:
   Current Commissioner I have an agenda to complete.
Key to our development is our programs, sports, teen center classes for our residents, study sessions for them regarding up coming projects. We need to educate our residents.

8. Please briefly express your views regarding current and future development in Cudahy. I strongly believe that Atlantic being our downtown should be lined with new business and our city hall should be located there.

9. References
   1. Angie Lopez
   2. Javier Luevas
   3. David De la Rosa

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

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

11. I, the undersigned, certify that the above information is true and correct and that I am sincerely interested in Cudahy and, if appointed, will be available for evening meetings.

   
   Date: 4/10/19

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

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**FOR INTERNAL USE ONLY**

Received By:

Meets Minimum Requirements

☐ Yes ☐ No

☐ Registered Voter
☐ Resident of the City of Cudahy

Reviewed by: ___________________________ Date: ___________________________

Notes:

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Application for City of Cudahy Commissions
Rev. 2/27/18
APPLICATION FOR COMMISSIONS
City of Cudahy
City Clerk's Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

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

Applications received after the deadline will not be considered.

Information Sheet

1. Commission being applied for:
   - Planning Commission
   - Public Safety Commission
   - Parks and Recreation Commission
   - Aging and Senior Citizens Commission

2. Name: [Redacted]
   Address: [Redacted]
   Home Phone: [Redacted]
   Business Phone: [Redacted]
   Zip: 90201
   Email: [Redacted]

   Have you ever been convicted of a crime? If Yes, please explain
   Are you a registered voter within the City of Cudahy?
   How long have you lived within the incorporated city limits of the City of Cudahy?
   Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity?
   Yes ☐ Yes ☐ No ☒
   Yes ☐ No ☐
   No ☐ Yes ☐
   Yes ☐ No ☒

3. Occupation and Place of Employment:
   Parks & Rec

4. List Community Organizations or professional groups in which you hold active membership(s):
   SVREP, LCVI, YPA, PDR

5. List positions of responsibility held in any of the above organizations:
   Project Coordinator, Community Development Organizer

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

7. Please state the reasons you are interested in filling this vacancy:
   To help the youth
8. Please briefly express your views regarding current and future development in Cudahy:

9. References:
   1. James Membreo
   2. Elizabeth Huarcu
   3. Lydia Camarillo

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

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

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

   ___ Applicants Signature ___________________________  4-11-19 Date

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

FOR INTERNAL USE ONLY

Received By: ________________________________

Meets Minimum Requirements
☐ Yes ☐ No

☐ Registered Voter
☐ Resident of the City of Cudahy

Reviewed by: ________________________________ Date: ________________________________

Notes: ____________________________________________

__________________________________________

Application for City of Cudahy Commissions
Rev. 2/27/18
STAFF REPORT

Date: May 21, 2019
To: Honorable Mayor and City Council
From: Jose E. Pulido, City Manager
By: Office of the City Attorney
Subject: Approval of a First Amendment to the Professional Services Agreement (PSA) with R3 Consulting Group, Inc.

RECOMMENDATION

The City Council is requested to:

1. Approve a First Amendment to the Professional Services Agreement ("Master Agreement") with R3 Consulting Group, Inc. ("Consultant") to provide additional services pertaining to interim consulting services for the negotiation of a new franchise agreement with Republic Services, Inc. ("Republic"), with a total not-to-exceed amount of $59,960, which would require an amendment to the Master Agreement; OR

2. Approve a First Amendment to the Professional Services Agreement with R3 Consulting Group, Inc. to provide additional services pertaining to the City’s competitive procurement for waste collection services, with a total not-to-exceed amount of $122,010, which would require an amendment to the Master Agreement.

BACKGROUND

1. On or about July 2, 2018, the City entered into the Master Agreement with Consultant to allow Consultant to perform an internal audit of the City’s Solid Waste Program.

2. Based on Consultant’s internal audit of the City’s Solid Waste Program, staff has identified the need for additional consulting services to determine how to best proceed with respect to its Solid Waste Collection Franchise Agreement with Republic (i.e., negotiation of a new
franchise agreement with Republic, or conduct a competitive procurement).

3. Recently, staff has engaged with Consultant regarding the provision of additional services to assist the City in the negotiation of a new franchise agreement with Republic and/or to conduct a competitive procurement for waste collection services.

**ANALYSIS**

Staff has worked diligently with Consultant to determine how to best proceed with respect to the City’s Solid Waste Collection Franchise Agreement with Republic following Consultant’s internal audit of the City’s Solid Waste Program.

As permitted under Section 6.16 of the Master Agreement, the proposed augmented services would modify the scope of work (Section 1.1), term (Section 1.2), and compensation (Section 1.3) provisions of the Master Agreement, as outlined below:

**Option 1: Interim Consulting Services – Negotiation of a New Franchise Agreement with Republic**

Consultant would assist the City in developing a draft franchise agreement and facilitate the negotiation process with Republic. The draft agreement would establish the scope of services and specify performance standards, including, but not limited to, diversion requirements, reporting overweight vehicles, and customer service interaction. In addition, with direction from the City, Consultant would serve on the City’s negotiation team throughout the negotiation process with Republic. Consultant’s services would include the review and analysis of cost and program data presented by Republic in its recent proposal to the City.

Under this proposal, staff has identified that the work is to be completed no later than 6 months from the City’s issuance of a Notice to Proceed, with a total not-to-exceed amount of $59,960.

**Option 2: RFP Consulting Services**

Consultant would assist the City in developing a draft Request for Proposals (RFP) package, and would recommend and develop written proposal evaluation criteria, including minimum requirements and qualifications. Consultant would also assist the City in developing and issuing a draft agreement with the RFP package.

Additionally, Consultant would assist the City in conducting an evaluation of proposals;
conduct interviews, reference checks, and site visits; and conduct final evaluation, proposal scoring, and ranking. Consultant would participate in agreement negotiations and finalize a new agreement for City Council approval.

Under this proposal, staff has identified that the work is to be completed no later than 12 months from the City’s issuance of a Notice to Proceed, with a total not-to-exceed amount of $122,010.

**CONCLUSION**

For the foregoing reasons, it is recommended that the City Council: (1) approve a First Amendment to the Professional Services Agreement with R3 Consulting Group, Inc. to provide additional services pertaining to interim consulting services for the negotiation of a new franchise agreement with Republic Services, Inc., with a total not-to-exceed amount of $59,960; OR (2) Approve a First Amendment to the Professional Services Agreement with R3 Consulting Group, Inc. to provide additional services pertaining to the City’s competitive procurement for waste collection services, with a total not-to-exceed amount of $122,010.

**FINANCIAL IMPACT**

Depending on how the City Council chooses to proceed, the total cost of the First Amendment will be $59,960 or $122,010.

**ATTACHMENTS**

A. Proposed First Amendment to Professional Services Agreement with R3 Consulting Group, Inc. – Interim Consulting Services
B. Proposed First Amendment to Professional Services Agreement with R3 Consulting Group, Inc. – RFP Consulting Services
C. Master Services Contract with R3 Consulting Group, Inc.
2019
FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
(Parties: R3 Consulting Group, Inc. and City of Cudahy)

THIS FIRST AMENDMENT ("First Amendment") to that certain agreement entitled “2018 Professional Services Agreement” dated as of July 2, 2018 ("Master Agreement"), is hereby made and entered into this ___ day of _____ 2019 (the “Effective Date”) by and between the CITY OF CUDAHY, a municipal corporation ("City"), and R3 CONSULTING GROUP, INC. ("Consultant"). For purposes of this First Amendment, the capitalized term “Parties” shall be a collective reference to the City and Consultant and the capitalized term “Party” shall refer to the City or Consultant interchangeably, as appropriate.

RECITALS

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

WHEREAS, on or about July 2, 2018, the Parties executed and entered into the Master Agreement (attached hereto as Attachment 1) to allow Consultant to provide professional services to the City, as provided therein; and

WHEREAS, the Parties wish to modify and amend the terms of the Master Agreement, as permitted under section 6.16 of the Master Agreement; and

WHEREAS, the Parties seek to augment the scope of services to be performed by Consultant for City under the Master Agreement, as set forth in Section 1.1, to include services pertaining to: (1) interim consulting support; (2) preparation of a new franchise agreement with Republic Services, Inc. ("Republic"); and (3) negotiation of franchise agreement with Republic; and

WHEREAS, the Parties seek to amend the Master Agreement to modify the term of the Master Agreement, as set forth in Section 1.2, and increase the Contract Price, as set forth in Section 1.3, to FIFTY NINE THOUSAND NINE HUNDRED SIXTY DOLLARS ($59,960); and

WHEREAS, Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this First Amendment.
NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. The Master Agreement’s scope of services as described in Exhibit “A,” which is referenced in Section 1.1 (Scope of Services) of the Master Agreement, is hereby amended by the addition of the augmented services and tasks to be performed by CONSULTANT, as set forth in the proposal attached hereto as Attachment 2.

2. Section 1.2 (Term) is hereby amended to read as follows:

1.2 PROSECUTION OF WORK:

A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of the Effective Date and shall be completed at the earliest feasible time practicable, but in no event by a date later than six (6) months from City’s issuance of a Notice to Proceed (hereinafter, the “Completion Date”). City, in its sole and reasonable discretion, may grant Consultant additional time to complete the Work, provided (i) no grant of additional time shall exceed a period of thirty (30) calendar days from the original Completion Date; and (ii) Consultant shall have provided the City with a written request for additional time no less than thirty (30) calendar days prior to the original Completion Date, which notice shall specify the reason(s) why additional time is needed, how much additional time is needed and what measures Consultant has taken to mitigate the need for additional time. The granting of such additional time by City shall in no way entitle Consultant to compensation in excess of the Contract Price, defined below, in so far as the need of additional time is not reasonably attributable to the City.

3. Subsection 1.3 (Compensation) of the Master Agreement is hereby amended to read as follows:

Consultant’s total compensation for performing the Work shall not exceed the aggregate sum of FIFTY NINE THOUSAND NINE HUNDRED SIXTY DOLLARS ($59,960) (hereinafter the “Contract Price”). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, business licenses, and such other incidental and customary work necessary to competently perform and fully complete the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Services. All related costs, travel expenses, and fees in the development of the Work shall be burdened by Consultant only.

4. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. Section 6.19 of the Master Agreement notwithstanding, this First Amendment together with the Master Agreement shall constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in both documents.
5. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

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

CITY OF CUDAHY:  
By:____________________________                By:____________________________
Title:____________________________          Title:____________________________
Date:____________________________          Date:____________________________

CONSULTANT:  

APPROVED AS TO FORM:

By:____________________________

Page 4
PROFESSIONAL SERVICES AGREEMENT (Engagement: Audit Services)
(Parties: R3 Consulting Group, Inc. and City of Cudahy)

THIS 2018 PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 2nd day of July, 2018 (hereinafter, the “Effective Date”), by and between the CITY OF CUDAY, a municipal corporation (“City”) and R3 CONSULTING GROUP, INC., (hereinafter, “Consultant”). The capitalized term “Parties” shall be a collective reference to both City and Consultant. The capitalized term “Party” shall refer to either City or Consultant interchangeably as appropriate.

RECITALS

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

WHEREAS, the City desires the following professional services: audit and issue opinions on the City’s financial statements; and

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

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

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

PROJECT, SCOPE AND TERM OF SERVICES AND COMPENSATION

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in that certain proposal entitled “Proposal for Performance Review” dated April 2, 2018, which is attached hereto as Exhibit “A”, and incorporated by reference (hereinafter the “Scope of Work”). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the
aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither Consultant nor anyone acting on Consultant’s behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the “Notice to Proceed”).

1.2 TERM: This Agreement shall have an initial term of one (1) year commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the “Term”). Upon the conclusion of the initial Term, the City shall have the option of renewing the Agreement for a maximum of two (2) fiscal years unless the City issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION: Consultants total compensation for performing the Work under the initial Term shall not exceed the aggregate sum of TWENTY FIVE THOUSAND DOLLARS ($25,000) (hereinafter, the “Contract Price”). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, business licenses and such other incidental and customary work necessary to competently perform and fully complete the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work. All related costs, travel expenses, fees in the development of the Work shall be burdened by the Consultant and not be reimbursable to the City. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Department of the City and unless such added expenditure is specifically approved in advance and in writing by the City.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, Consultant shall submit to City an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of Consultant’s monthly compensation is a function of hours worked by Consultant’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

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

B. Payments for any Extra Work shall be made to Consultant on a time-and-materials basis using Consultant’s standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally.

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

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

PERFORMANCE OF AGREEMENT

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

2.2 CONSULTANT’S REPRESENTATIVE: Consultant hereby designates William Schoen to act as its representative for the performance of this Agreement (hereinafter, “Consultant’s Representative”). Consultant’s Representative shall have full authority
to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant’s Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to Consultant’s Representative shall constitute notice to Consultant.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and shall be available to City staff and the City Representatives at all reasonable times. All work prepared by Consultant shall be subject to inspection and approval by City Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Consultant represents, acknowledges and agrees to the following:

A. Consultant shall perform all work skillfully, competently and in accordance with Generally Accepted Government Auditing Standards;

B. Consultant shall perform all work in a manner reasonably satisfactory to the City;

C. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);

D. Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance, Audit Services Planning Calendar which is under “Schedule” section of Exhibit A.

E. All of Consultant’s employees and agents (including but not limited to Consultant’s subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and

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

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

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

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

2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the City,
such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Consultant and shall not be re-assigned to perform any of the Work.

2.8 **COMPLIANCE WITH LAWS:** Consultant shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances govern or affect the performance of the Work.

2.9 **SAFETY:** Consultant shall perform its Work so as to avoid injury or damage to any person or property. In performing the Work, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any Work is to be performed.

2.10 **NON-DISCRIMINATION:** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.11 **INDEPENDENT CONTRACTOR:** The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Consultant shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant shall have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing.

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**INSURANCE**

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

A. Commercial General Liability Insurance: Consultant shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage shall either apply separately to the work and services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;

B. Automobile Liability Insurance: Consultant shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers’ Compensation Insurance/Employer’s Liability Insurance: Consultant shall procure and maintain Workers’ Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer’s Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. The Worker’s Compensation insurer shall also agree to waive all rights of subrogation against City and City’s elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers’ Compensation insurance shall also provide or be endorsed to provide: There will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Consultant shall furnish City with information regarding such reduction at Consultant’s earliest possible opportunity and in no case later than five (5) calendar days after Consultant is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City’s elected or appointed officials, officers, employees, agents or volunteers.

D. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant’s profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per claim and shall be endorsed to include contractual liability.

7
3.3 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the City and City's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. As to the CGL Coverage, the additional insured endorsement shall be made using Insurance Service Office form CG20 10 1185, CG 20 10 10 01 or CG 37 10 01.

3.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. City may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide.

3.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by Consultant shall be primary to any coverage available to the City, the City's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by the City or City's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

3.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant or Consultant's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

3.7 **VERIFICATION OF COVERAGE:** Consultant acknowledges, understands and agrees that City's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the City's financial well-being. Accordingly, Consultant warrants, represents and agrees that it shall furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Consultant's commencement of any work or any of the Work. Upon City's written request, Consultant shall also provide City with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.

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

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

3.10 LIMITATION ON LIABILITY: Consultant’s procurement of insurance for the sum of FIVE MILLION DOLLARS ($5,000,000.00) shall be construed as a limitation of Consultant’s liability or as full performance of Consultant’s indemnification duties set forth under Article V of this Agreement.

INDEMNIFICATION

4.1 The Consultant shall indemnify, defend and hold harmless the City its elected and appointed officers, employees, agents and volunteers (“City Indemnities”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to the Consultant’s performance under this contract, except to the extent that such loss or damage arises from the negligence or willful misconduct of the City Indemnitees.

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

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

TERMINATION

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

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

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

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

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Consultant in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to City, a perpetual license for City to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Consultant shall require all subcontractors and subconsultants working on behalf of Consultant in the performance of this Agreement to agree in writing that City shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by Consultant in the performance of this Agreement.

The working papers for this engagement are the property of Consultant. However, City acknowledges and grants its assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs and the U.S. General Accounting Office shall have access to the audit working papers upon their request; and that Consultant shall maintain the working papers for a period of at least seven (7) years after the date of the report, or for a longer period if Consultant is requested to do so by the cognizant or oversight agency. Access to requested work papers will be provided under the supervision of Consultant’s audit personnel and at a location designated by Consultant. Consultant will provide adequate advance notification to the City of any circumstance that require access to these work papers by any third party.

6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidentially by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Work; nor shall such materials be disclosed to any person or entity not connected with the performance of the Work.

Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.
6.3 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

R3 Consulting Group, Inc.  
Attn: William Schoen  
1512 Eureka Road, Suite 220  
Roseville, CA 95661  
Phone: (916) 782-7821  
Fax: (916) 782-7824

**CITY:**

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

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

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

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

6.6 **CITY’S RIGHT TO EMPLOY OTHER CONSULTANTS:** City reserves the right to employ other consultants in connection with the various projects worked upon by Consultant.

6.7 **PROHIBITED INTERESTS:** Consultant warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid nor has it agreed to pay any...
company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.8 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

6.9 **FORCE MAJEURE:** Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

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

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

6.13 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Consultant prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Consultant and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City’s behalf. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, as of the date first written above, the Parties evidence their agreement to the terms of this Agreement by signing below:

CITY:
CITY OF CUDAHY

By: Jose E. Pulido, City Manager

CONSULTANT:
R3 CONSULTING GROUP, INC.

By: Name: Vice President Operations

APPROVED AS TO FORM:

City Attorney


Proposed Scope of Services

Task 1  Interim Consulting Assistance

For this task, R3 will provide for up to 40 hours of Principal / Project Director staff time assisting the City with determining how to best proceed with respect to its solid waste collection franchise (i.e., negotiate with Republic Services and/or conduct a competitive procurement), as directed by the City.

Task 2  Negotiate New Franchise Agreement with Republic

Should the City wish to negotiate with Republic Services, R3 will develop a draft franchise agreement and facilitate the negotiation process.

Task 2.1  Develop Agreement

R3 will prepare a Draft Agreement that will establish the scope of services and will specify performance standards, including: diversion requirements; reporting overweight vehicles; and customer service interaction. Based on discussions with City staff and the City Attorney, R3 will make revisions to the Draft Agreement, as appropriate. R3 will then finalize the Agreement based on City Council direction and will provide the City with an electronic copy.

Task 2.2  Conduct Negotiations with Republic

With direction from City staff and/or City Council, R3 will serve on the City’s negotiation team throughout the negotiation process with Republic. This will include teleconferences with City staff, preparation of negotiation session agendas, and attendance at up to three (3) negotiation sessions (phone and in-person). During the negotiation process, we will review and analyze cost and program data presented by Republic services in its recent proposal to the City. To the extent required, written responses will be prepared and presented. In addition, we will maintain a journal of items under discussion and items that have been agreed to. We will also monitor and track proposed changes to the Agreement in order to maintain an “audit trail.”

In addition, we will meet with City staff during the negotiation process for status updates and to discuss the status of ongoing strategy.

Proposed Budget

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<th>Task</th>
<th>Cost</th>
<th>Hours</th>
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<td>1  Interim Consulting Support</td>
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<td>2  Negotiate New Franchise Agreement with Republic</td>
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<tr>
<th>Total Cost</th>
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$3,000

$59,960
### Proposed Schedule

Ninety (90) days from receipt of authorization to proceed from City.
2019
FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
(Parties: R3 Consulting Group, Inc. and City of Cudahy)

THIS FIRST AMENDMENT (“First Amendment”) to that certain agreement entitled “2018 Professional Services Agreement” dated as of July 2, 2018 (“Master Agreement”), is hereby made and entered into this ___ day of _____ 2019 (the “Effective Date”) by and between the CITY OF CUDAHY, a municipal corporation (“City”), and R3 CONSULTING GROUP, INC. (“Consultant”). For purposes of this First Amendment, the capitalized term “Parties” shall be a collective reference to the City and Consultant and the capitalized term “Party” shall refer to the City or Consultant interchangeably, as appropriate.

RECITALS

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

WHEREAS, on or about July 2, 2018, the Parties executed and entered into the Master Agreement (attached hereto as Attachment 1) to allow Consultant to provide professional services to the City, as provided therein; and

WHEREAS, the Parties wish to modify and amend the terms of the Master Agreement, as permitted under Section 6.16 of the Master Agreement; and

WHEREAS, the Parties seek to augment the scope of services to be performed by Consultant for City under the Master Agreement, as set forth in Section 1.1, to include services pertaining to: (1) determining the City’s collection needs and development of a procurement strategy; (2) preparation and issuance of Request for Proposals; (3) review and evaluation of proposals; and (4) contract negotiation and preparation of new agreement for waste collection services; and

WHEREAS, the Parties seek to amend the Master Agreement to modify the term of the Master Agreement, as set forth in Section 1.2, and increase the Contract Price, as set forth in Section 1.3, to ONE HUNDRED TWENTY TWO THOUSAND AND TEN DOLLARS ($122,010); and

WHEREAS, Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this First Amendment.
NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. The Master Agreement’s scope of services as described in Exhibit “A,” which is referenced in Section 1.1 (Scope of Services) of the Master Agreement, is hereby amended by the addition of the augmented services and tasks to be performed by CONSULTANT, as set forth in the proposal attached hereto as Attachment 2.

2. Section 1.2 (Term) is hereby amended to read as follows:

1.2 PROSECUTION OF WORK:

A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of the Effective Date and shall be completed at the earliest feasible time practicable, but in no event by a date later than twelve (12) months from City’s issuance of a Notice to Proceed (hereinafter, the “Completion Date”). City, in its sole and reasonable discretion, may grant Consultant additional time to complete the Work, provided (i) no grant of additional time shall exceed a period of thirty (30) calendar days from the original Completion Date; and (ii) Consultant shall have provided the City with a written request for additional time no less than thirty (30) calendar days prior to the original Completion Date, which notice shall specify the reason(s) why additional time is needed, how much additional time is needed and what measures Consultant has taken to mitigate the need for additional time. The granting of such additional time by City shall in no way entitle Consultant to compensation in excess of the Contract Price, defined below, in so far as the need of additional time is not reasonably attributable to the City.

3. Subsection 1.3 (Compensation) of the Master Agreement is hereby amended to read as follows:

Consultant’s total compensation for performing the Work shall not exceed the aggregate sum of ONE HUNDRED TWENTY TWO THOUSAND AND TEN DOLLARS ($122,010) (hereinafter the “Contract Price”). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, business licenses, and such other incidental and customary work necessary to competently perform and fully complete the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Services. All related costs, travel expenses, and fees in the development of the Work shall be burdened by Consultant only.

4. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. Section 6.19 of the Master Agreement notwithstanding, this First Amendment together with the Master Agreement shall constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in both documents.
5. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

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

CITY OF CUDAHY:

By:____________________________
Title:___________________________
Date:___________________________

CONSULTANT:

By:____________________________
Title:___________________________
Date:___________________________

APPROVED AS TO FORM:

By:____________________________
ATTACHMENT 1
Master Agreement
2018

PROFESSIONAL SERVICES AGREEMENT (Engagement: Audit Services)
(Parties: R3 Consulting Group, Inc. and City of Cudahy)

THIS 2018 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 2nd day of July, 2018 (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("City") and R3 CONSULTING GROUP, INC., (hereinafter, "Consultant"). The capitalized term "Parties" shall be a collective reference to both City and Consultant. The capitalized term "Party" shall refer to either City or Consultant interchangeably as appropriate.

RECITALS

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

WHEREAS, the City desires the following professional services: audit and issue opinions on the City’s financial statements; and

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

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

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

PROJECT, SCOPE AND TERM OF SERVICES AND COMPENSATION

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in that certain proposal entitled "Proposal for Performance Review" dated April 2, 2018, which is attached hereto as Exhibit "A", and incorporated by reference (hereinafter the "Scope of Work"). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the
aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither Consultant nor anyone acting on Consultant's behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the "Notice to Proceed").

1.2 TERM: This Agreement shall have an initial term of one (1) year commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the initial Term, the City shall have the option of renewing the Agreement for a maximum of two (2) fiscal years unless the City issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION: Consultants total compensation for performing the Work under the initial Term shall not exceed the aggregate sum of TWENTY FIVE THOUSAND DOLLARS ($25,000) (hereinafter, the "Contract Price"). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, business licenses and such other incidental and customary work necessary to competently perform and fully complete the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work. All related costs, travel expenses, fees in the development of the Work shall be burdened by the Consultant and not be reimbursable to the City. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Department of the City and unless such added expenditure is specifically approved in advance and in writing by the City.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, Consultant shall submit to City an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of Consultant's monthly compensation is a function of hours worked by Consultant's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
1.5 **EXTRA WORK; COMPENSATION FOR EXTRA WORK:**

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

B. Payments for any Extra Work shall be made to Consultant on a time-and-materials basis using Consultant’s standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally.

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

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

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**PERFORMANCE OF AGREEMENT**

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

2.2 **CONSULTANT’S REPRESENTATIVE:** Consultant hereby designates William Schoen to act as its representative for the performance of this Agreement (hereinafter, “Consultant’s Representative”). Consultant’s Representative shall have full authority...
to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant’s Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to Consultant’s Representative shall constitute notice to Consultant.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and shall be available to City staff and the City Representatives at all reasonable times. All work prepared by Consultant shall be subject to inspection and approval by City Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Consultant represents, acknowledges and agrees to the following:

A. Consultant shall perform all work skillfully, competently and in accordance with Generally Accepted Government Auditing Standards;

B. Consultant shall perform all work in a manner reasonably satisfactory to the City;

C. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);

D. Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance, Audit Services Planning Calendar which is under “Schedule” section of Exhibit A.

E. All of Consultant’s employees and agents (including but not limited to Consultant’s subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and

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

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

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

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

2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of Consultant’s officers, employees, agents, contractors, subcontractors or subconsultants are determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant’s officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the City,
such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Consultant and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: Consultant shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances govern or affect the performance of the Work.

2.9 SAFETY: Consultant shall perform its Work so as to avoid injury or damage to any person or property. In performing the Work, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any Work is to be performed.

2.10 NON-DISCRIMINATION: In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.11 INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Consultant shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant shall have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing.

INSURANCE

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

A. **Commercial General Liability Insurance:** Consultant shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage shall either apply separately to the work and services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;

B. **Automobile Liability Insurance:** Consultant shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. **Workers’ Compensation Insurance/Employer’s Liability Insurance:** Consultant shall procure and maintain Workers’ Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer’s Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. The Worker’s Compensation insurer shall also agree to waive all rights of subrogation against City and City’s elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers’ Compensation insurance shall also provide or be endorsed to provide: There will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Consultant shall furnish City with information regarding such reduction at Consultant’s earliest possible opportunity and in no case later than five (5) calendar days after Consultant is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City’s elected or appointed officials, officers, employees, agents or volunteers.

D. **Professional Liability Insurance:** For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant’s profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per claim and shall be endorsed to include contractual liability.
3.3 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the City and City's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. As to the CGL Coverage, the additional insured endorsement shall be made using Insurance Service Office form CG20 10 1185, CG 20 10 10 01 or CG 37 10 01.

3.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best’s rating of no less than A:VII. City may also accept policies procured by insurance carriers with a Standard & Poor’s rating of no less than BBB according to the latest published edition the Standard & Poor’s rating guide.

3.5 **PRIMACY OF CONSULTANT’S INSURANCE:** All policies of insurance provided by Consultant shall be primary to any coverage available to the City, the City’s elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by the City or City’s elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Consultant’s insurance and shall not contribute with it.

3.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant or Consultant’s officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

3.7 **VERIFICATION OF COVERAGE:** Consultant acknowledges, understands and agrees that City’s ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the City’s financial well-being. Accordingly, Consultant warrants, represents and agrees that it shall furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested.** All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Consultant’s commencement of any work or any of the Work. Upon City’s written request, Consultant shall also provide City with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.

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

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

3.10 **LIMITATION ON LIABILITY:** Consultant’s procurement of insurance for the sum of FIVE MILLION DOLLARS ($5,000,000.00) shall be construed as a limitation of Consultant’s liability or as full performance of Consultant’s indemnification duties set forth under Article V of this Agreement.

### INDEMNIFICATION

4.1 The Consultant shall indemnify, defend and hold harmless the City its elected and appointed officers, employees, agents and volunteers ("City Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to the Consultant’s performance under this contract, except to the extent that such loss or damage arises from the negligence or willful misconduct of the City Indemnities.

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

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

### TERMINATION

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

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

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

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

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Consultant in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to City, a perpetual license for City to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Consultant shall require all subcontractors and subconsultants working on behalf of Consultant in the performance of this Agreement to agree in writing that City shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by Consultant in the performance of this Agreement.

The working papers for this engagement are the property of Consultant. However, City acknowledges and grants its assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs and the U.S. General Accounting Office shall have access to the audit working papers upon their request; and that Consultant shall maintain the working papers for a period of at least seven (7) years after the date of the report, or for a longer period if Consultant is requested to do so by the cognizant or oversight agency. Access to requested work papers will be provided under the supervision of Consultant’s audit personnel and at a location designated by Consultant. Consultant will provide adequate advance notification to the City of any circumstance that require access to these work papers by any third party.

6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidentially by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Work; nor shall such materials be disclosed to any person or entity not connected with the performance of the Work.

Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.
6.3 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**
R3 Consulting Group, Inc.
Attn: William Schoen
1512 Eureka Road, Suite 220
Roseville, CA 95661
Phone: (916) 782-7821
Fax: (916) 782-7824

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

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

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

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

6.6 **CITY’S RIGHT TO EMPLOY OTHER CONSULTANTS:** City reserves the right to employ other consultants in connection with the various projects worked upon by Consultant.

6.7 **PROHIBITED INTERESTS:** Consultant warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid nor has it agreed to pay any
company or person, other than a *bona fide* employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.8 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

6.9 **FORCE MAJEURE:** Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

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

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

6.13 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Consultant prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Consultant and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City’s behalf. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, as of the date first written above, the Parties evidence their agreement to the terms of this Agreement by signing below:

CITY:

CITY OF CUDAHY

By: Jose E. Pulido, City Manager

CONSULTANT:

R3 CONSULTING GROUP, INC.

By: Name: Janet Bartle Title: Vice President Operations

APPROVED AS TO FORM:

City Attorney

[Signature]

[Signature]
ATTACHMENT 2
Proposed Scope of Services
Proposed Scope of Services

Task 1  Determine City’s Collection Needs & Develop Procurement Strategy

Using our experience bringing California municipalities into compliance with CalRecycle requirements, and our understanding of recent state legislation, we will advise the City on the latest state solid waste trends as they pertain to both franchised services and the franchise agreement (Agreement) development. As part of this task, R3 will prepare a memorandum that will provide the City with an update of recent legislation, including AB 341, AB 1826, AB 901, AB 1594, AB 1669 and SB 1383, and recommended new solid waste services, programs, and rate that should be incorporated into the City’s new Agreement. This Task also includes conference calls between City and R3 staff.

Task 2  Prepare and Issue Request for Proposals (RFP Package)

Task 2.1 Prepare Draft RFP Package

We will utilize Task 1 findings to develop a Draft RFP Package, which may be organized and include these components: General Introduction to the RFP Document; Available Demographic and Service Account Data; Current Services and Requested Services and Requirements; Communication Protocol for Proposers and the City, Qualification Requirements, and the Required Submittal Format; Required Work Plans; Evaluation Criteria and Evaluation Process; Customer Rate Forms; and Draft Agreement.

Task 2.2 Develop Proposal Evaluation Criteria and Methodology

R3 will recommend and develop written proposal evaluation criteria, including minimum requirements and qualifications. Prospective haulers may be required to submit work plans that specify how they will transition to new services, achieve diversion requirements, implement customer service programs, and promote public education activities. Additional evaluation criteria typically include: company qualifications/references; technical approach; financial ability; and customer rates. We will collaborate with the City to establish the evaluation and selection methodology, including identification of those responsible for selecting and weighting the evaluation criteria and creating the scoring system.

Task 2.3 Develop Draft Agreement for RFP Package

We recommend developing and issuing the Draft Agreement with the RFP Package. This significantly reduces the time and cost of negotiations, contractually links the requested services to proposed costs as part of the evaluation process, and prevents proposers from making changes to the Agreement once proposals have been submitted. The Draft Agreement will establish the scope of services and will specify performance standards, including: diversion requirements; reporting overweight vehicles; and customer service interaction. Based on discussions with City staff and the City Attorney, R3 will make revisions to the Draft Agreement and prepare it for inclusion in the RFP Package.

Task 2.4 Finalize and Issue RFP Package

R3 will finalize the RFP Package based on City Council direction and will provide the City with an electronic copy. R3 will provide our mailing list of solid waste companies operating in California, which the City can utilize for distribution of the RFP Package to prospective proposers (R3 can distribute the proposer invitations, if the City prefers). R3 will work with City staff to publicize the availability of the RFP Package, post it on the City website, and provide a draft Notice of Availability for release on City letterhead.
Proposal for Solid Waste Consultant Services  
**Proposed Scope of Services, Budget, and Schedule**

**Task 2.5  Conduct Mandatory Pre-Proposal Meeting and Prepare the RFP Addenda**
R3 will conduct a mandatory Pre-Proposal Meeting with prospective proposers to allow the City to review the RFP with prospective proposers and answer questions, as appropriate. R3 will prepare written responses to questions raised before and during the Proposers’ Conference for submittal to all attendees and prepare addenda to the RFP, as necessary.

**Task 3  Review and Evaluate Proposals**
R3 will provide the following assistance with the review and evaluation of proposal: assemble an Evaluation Team of City and R3 staff; conduct an initial evaluation of proposals; conduct interviews, reference checks, and site visits; and conduct final evaluation, proposal scoring, and ranking.

**Task 4  Negotiate with Top-Ranked Contractors and Prepare a New Agreement**

**Task 4.1  Negotiate with Top-Ranked Proposer(s)**
With direction from City Council, R3 will participate in up to four (4) Agreement negotiation sessions with the top-ranked proposer(s). Negotiations will focus on clarifying the proposers’ service and cost proposals and incorporating optional services selected by City Council. R3 will provide a list of outstanding service, cost, and Agreement issues to be negotiated with the proposers at negotiation strategy meetings.

**Task 4.2  Finalize New Agreement for City Council Approval**
We will incorporate program changes and/or options selected by City Council as well as proposed rates, final work plans, and exhibits, and finalize the Agreement. R3 will prepare a staff report for presentation to City Council to support the staff recommendation to execute an Agreement with the selected company.

**Task 4.3  Attend City Council Meeting to Present Final Agreement for Approval**
R3 will make one (1) presentation to City Council to summarize the results of the final negotiations and facilitate their approval of the Final Agreement. This presentation will include summarizing final programs, implementation steps, and customer rates.

**Project Deliverables**
- One (1) Task 1 electronic summary memorandum and recommendations;
- One (1) Draft and one (1) Finalized RFP Package, in electronic format;
- Electronic mailing list of prospective proposers for use in City’s distribution of the RFP Package;
- Preparation of a Notice of Availability of the RFP document and all necessary RFP addenda;
- Presentation during one (1) Pre-Proposal Meeting;
- Electronic written responses to questions submitted before/during Pre-Proposal Meeting.
- Facilitation and attendance at up to two (2) Evaluation Team meetings;
- Summary meeting agendas, summary documents, and scoring sheets for Evaluation Team use;
- Initial “pass-fail” evaluation of the technical feasibility of each received proposal;
- Preparation of written requests for clarification to the proposers, as necessary;
- Scheduling and conducting interviews and reference checks with proposers;
- Electronic summary memorandum of reference check results;
- Conduct necessary site visits and provide questions for City to ask proposers during visits;
- Comparative summary highlighting proposers’ qualifications and technical merits;
- Rate analysis and summary of proposed impacts on City and rate payers;
Proposal for Solid Waste Consultant Services

Proposed Scope of Services, Budget, and Schedule

- One (1) electronic summary report of the proposal evaluation process and scoring results including evaluation matrix of proposed programs and rates;
- Teleconferences with City staff to confirm negotiation strategy and discuss the RFP package, technical issues, and project progress;
- Up to four (4) negotiation sessions with top-ranked proposers;
- Listing of service, rate, and Agreement issues to negotiate with the top-ranked proposer(s);
- Revisions to the Draft Agreement based on the results of the negotiation sessions;
- Preparation of a staff report to the City Council to support the staff recommendation to execute an Agreement with the selected proposer;
- One (1) presentation to City Council to summarize the negotiation results and facilitate approval of the Final Agreement; and
- Final Agreement, (electronic & paper copy), for execution by the City and the selected proposer.

**Proposed Budget**

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<thead>
<tr>
<th>Task</th>
<th>Cost</th>
<th>Hours</th>
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<tbody>
<tr>
<td>1 Determine City’s Collection Needs &amp; Develop Procurement Strategy</td>
<td>$8,150</td>
<td>42</td>
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<tr>
<td>2 Prepare and Issue RFP Package</td>
<td>$23,540</td>
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<tr>
<td>3 Review and Evaluate Proposals</td>
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<td>4 Negotiate with Top-Ranked Contractors, Prepare New Agreement for Approval, &amp; Attend One (1) City Council Meeting</td>
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**Optional Tasks: Cost Estimates to be Provided Upon City Request**

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<td>Total Cost</td>
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**Proposed Schedule**

Assumes June 1, 2019 start date.

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<tr>
<th>Task</th>
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<th>End Date</th>
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<tr>
<td>1 Determine City’s Collection Needs &amp; Develop Procurement Strategy</td>
<td>Jun-19</td>
<td>Jul-19</td>
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<tr>
<td>2 Prepare and Issue RFP Package</td>
<td></td>
<td></td>
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<tr>
<td>2.1 &amp; 2.2 - Prepare RFP Package</td>
<td>Develop Evaluation Criteria and Methodology</td>
<td>Jun-19</td>
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<tr>
<td>2.3 - Develop Draft Franchise Agreement and RFP Package</td>
<td>Jun-19</td>
<td>Jul-19</td>
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<td>2.4 &amp; 2.5 Finalize/Issue RFP Package</td>
<td>Conduct Pre-Proposal Meeting</td>
<td>Oct-19</td>
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<td>3 Review and Evaluate Proposals</td>
<td>Nov-19</td>
<td>Nov-19</td>
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<tr>
<td>4 Negotiate with Top-Ranked Contractors and Prepare New Agreement</td>
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<tr>
<td>4.1 - Negotiate with Top-Ranked Proposer</td>
<td>Dec-19</td>
<td>Dec-19</td>
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<tr>
<td>4.2 - Finalize New Agreement for City Council Approval</td>
<td>Dec-19</td>
<td>Dec-19</td>
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<tr>
<td>4.3 - Attend City Council Meeting to Present Final Agreement for Approval</td>
<td>Jan-20</td>
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2018
PROFESSIONAL SERVICES AGREEMENT (Engagement: Audit Services)
(Parties: R3 Consulting Group, Inc. and City of Cudahy)

THIS 2018 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 2nd day of July, 2018 (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("City") and R3 CONSULTING GROUP, INC., (hereinafter, "Consultant"). The capitalized term "Parties" shall be a collective reference to both City and Consultant. The capitalized term "Party" shall refer to either City or Consultant interchangeably as appropriate.

RECENTALS

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

WHEREAS, the City desires the following professional services: audit and issue opinions on the City’s financial statements; and

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

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

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

PROJECT, SCOPE AND TERM OF SERVICES AND COMPENSATION

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in that certain proposal entitled "Proposal for Performance Review" dated April 2, 2018, which is attached hereto as Exhibit "A", and incorporated by reference (hereinafter the "Scope of Work"). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the
aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term “Work.” The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither Consultant nor anyone acting on Consultant’s behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the “Notice to Proceed”).

1.2 TERM: This Agreement shall have an initial term of one (1) year commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the “Term”). Upon the conclusion of the initial Term, the City shall have the option of renewing the Agreement for a maximum of two (2) fiscal years unless the City issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION: Consultants total compensation for performing the Work under the initial Term shall not exceed the aggregate sum of TWENTY FIVE THOUSAND DOLLARS ($25,000) (hereinafter, the “Contract Price”). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, business licenses and such other incidental and customary work necessary to competently perform and fully complete the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work. All related costs, travel expenses, fees in the development of the Work shall be burdened by the Consultant and not be reimbursable to the City. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Department of the City and unless such added expenditure is specifically approved in advance and in writing by the City.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, Consultant shall submit to City an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of Consultant’s monthly compensation is a function of hours worked by Consultant’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

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

B. Payments for any Extra Work shall be made to Consultant on a time-and-materials basis using Consultant’s standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally.

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

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

PERFORMANCE OF AGREEMENT

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

2.2 CONSULTANT’S REPRESENTATIVE: Consultant hereby designates William Schoen to act as its representative for the performance of this Agreement (hereinafter, “Consultant’s Representative”). Consultant’s Representative shall have full authority
to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to Consultant's Representative shall constitute notice to Consultant.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and shall be available to City staff and the City Representatives at all reasonable times. All work prepared by Consultant shall be subject to inspection and approval by City Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Consultant represents, acknowledges and agrees to the following:

A. Consultant shall perform all work skillfully, competently and in accordance with Generally Accepted Government Auditing Standards;

B. Consultant shall perform all work in a manner reasonably satisfactory to the City;

C. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);

D. Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance, Audit Services Planning Calendar which is under "Schedule" section of Exhibit A.

E. All of Consultant's employees and agents (including but not limited to Consultant's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and

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

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

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

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

2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of Consultant’s officers, employees, agents, contractors, subcontractors or subconsultants are determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant’s officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the City,
such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Consultant and shall not be re-assigned to perform any of the Work.

2.8 **COMPLIANCE WITH LAWS:** Consultant shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances govern or affect the performance of the Work.

2.9 **SAFETY:** Consultant shall perform its Work so as to avoid injury or damage to any person or property. In performing the Work, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any Work is to be performed.

2.10 **NON-DISCRIMINATION:** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.11 **INDEPENDENT CONTRACTOR:** The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Consultant shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant shall have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing.

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**INSURANCE**

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

A. Commercial General Liability Insurance: Consultant shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage shall either apply separately to the work and services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;

B. Automobile Liability Insurance: Consultant shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers’ Compensation Insurance/Employer’s Liability Insurance: Consultant shall procure and maintain Workers’ Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer’s Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. The Worker’s Compensation insurer shall also agree to waive all rights of subrogation against City and City’s elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers’ Compensation insurance shall also provide or be endorsed to provide: There will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Consultant shall furnish City with information regarding such reduction at Consultant’s earliest possible opportunity and in no case later than five (5) calendar days after Consultant is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City’s elected or appointed officials, officers, employees, agents or volunteers.

D. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant’s profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per claim and shall be endorsed to include contractual liability.
3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the City and City’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds. As to the CGL Coverage, the additional insured endorsement shall be made using Insurance Service Office form CG20 10 1185, CG 20 10 10 01 or CG 37 10 01.

3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best’s Insurance Guide have an A.M. Best’s rating of no less than A:VII. City may also accept policies procured by insurance carriers with a Standard & Poor’s rating of no less than BBB according to the latest published edition the Standard & Poor’s rating guide.

3.5 PRIMACY OF CONSULTANT’S INSURANCE: All policies of insurance provided by Consultant shall be primary to any coverage available to the City, the City’s elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by the City or City’s elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Consultant’s insurance and shall not contribute with it.

3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant or Consultant’s officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

3.7 VERIFICATION OF COVERAGE: Consultant acknowledges, understands and agrees that City’s ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the City’s financial well-being. Accordingly, Consultant warrants, represents and agrees that it shall furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Consultant’s commencement of any work or any of the Work. Upon City’s written request, Consultant shall also provide City with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.

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

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

3.10 LIMITATION ON LIABILITY: Consultant’s procurement of insurance for the sum of FIVE MILLION DOLLARS ($5,000,000.00) shall be construed as a limitation of Consultant’s liability or as full performance of Consultant’s indemnification duties set forth under Article V of this Agreement.

INDEMNIFICATION

4.1 The Consultant shall indemnify, defend and hold harmless the City its elected and appointed officers, employees, agents and volunteers (“City Indemnities”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to the Consultant’s performance under this contract, except to the extent that such loss or damage arises from the negligence or willful misconduct of the City Indemnitees.

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

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

TERMINATION

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

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

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

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of
this Agreement pursuant to any provision of this Article or by normal expiration of its
term or any extension thereto shall not operate to terminate any Article, Section or
provision contained herein which provides that it shall survive the termination or
normal expiration of this Agreement.
6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Consultant in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to City, a perpetual license for City to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Consultant shall require all subcontractors and subconsultants working on behalf of Consultant in the performance of this Agreement to agree in writing that City shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by Consultant in the performance of this Agreement.

The working papers for this engagement are the property of Consultant. However, City acknowledges and grants its assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs and the U.S. General Accounting Office shall have access to the audit working papers upon their request; and that Consultant shall maintain the working papers for a period of at least seven (7) years after the date of the report, or for a longer period if Consultant is requested to do so by the cognizant or oversight agency. Access to requested work papers will be provided under the supervision of Consultant's audit personnel and at a location designated by Consultant. Consultant will provide adequate advance notification to the City of any circumstance that require access to these work papers by any third party.

6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidentially by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Work; nor shall such materials be disclosed to any person or entity not connected with the performance of the Work.

Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.
6.3 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**  
R3 Consulting Group, Inc.  
Attn: William Schoen  
1512 Eureka Road, Suite 220  
Roseville, CA 95661  
Phone: (916) 782-7821  
Fax: (916) 782-7824

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

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

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

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

6.6 **CITY’S RIGHT TO EMPLOY OTHER CONSULTANTS:** City reserves the right to employ other consultants in connection with the various projects worked upon by Consultant.

6.7 **PROHIBITED INTERESTS:** Consultant warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid nor has it agreed to pay any
company or person, other than a *bona fide* employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.8 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

6.9 **FORCE MAJEURE:** Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

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

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

6.13 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Consultant prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Consultant and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City’s behalf. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, as of the date first written above, the Parties evidence their agreement to the terms of this Agreement by signing below:

CITY:
CITY OF CUDAHY

By: Jose E. Pulido, City Manager

CONSULTANT:
R3 CONSULTING GROUP, INC.

By: Janet Bartle
Name: Janet Bartle
Title: Vice President Operations

APPROVED AS TO FORM:

City Attorney

[Signature]

Richard Padilla, Deputy City Attorney