

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



CLARA STREET PARK
TURNER HALL
4835 Clara Street
Cudahy, CA 90201
Phone: (323) 773-5143
Fax: (323) 771-2072

REMOTE TELECONFERENCE
LOCATION:

CLARA STREET PARK
Chamber of Commerce Room
4835 Clara Street
Cudahy, CA 90201

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
Monday, August 8, 2016 – 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; and
- Profane language directed at individuals in the meeting room; and
- Throwing objects at other individuals in the meeting room; and
- 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.

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

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

5. PUBLIC COMMENTS

Important Procedural Note: In light of Agenda Item 12A below and Closed Session Items 14A and 14B, below, it is recommend that the City Council take Item 14A and 14B out of order prior to Public Comment and that the City Council not take action on Item 12A until copies of the proposed First Amendment to the City Manager contract have been offered to the public and the public has been afforded an opportunity to offer comment on Item 12A before final action is taken.

(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.)

(Every person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. [See, Cal. Penal 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 City Demands and Payroll Including Cash and Investment Report for the Month of June 2016 *(page 7)*

Presented by Finance Director

Recommendation: The City Council is requested to approve the Demands and Payroll in the amount of \$2,147,557.30 including Cash and Investment Report by Fund for the month of June 2016.

B. Approval of the Local Agency Investment Fund (LAIF) for the Month of June 2016 *(page 31)*

Presented by Finance Director

Recommendation: The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of June 2016 in the amount of \$4,190,619.48.

C. Adoption of Proposed Resolution for Continuing Appropriation Under the Approved Fiscal Year (FY) 2015-16 City Budget for FY 2016-17 That Includes New Projects or Programs *(page 35)*

Presented by Finance Director

Recommendation: The City Council is requested to adopt a proposed resolution for Continuing Appropriations for Fiscal Year (FY) 2015-16 pending adoption of the FY 2016-17 City Budget that permits spending on projects that have been approved by the City Council that were not originally budgeted in the FY 2015-16 City Budget.

- D. Approval of a Master Agreement of the Community Development Block Grant (CDBG) Master Contract with Dapeer, Rosenblit, Litvak, LLP. (DRL) for Prosecution Services (*page 41*)

Presented by Community Development Manager

Recommendation: The City Council is requested to approve the Community Development Block Grant (CDBG) Master Contract with Dapeer, Rosenblit, Litvak, LLP (DRL) for prosecution services for three years, and two one-year options to extend, in an amount not-to-exceed \$50,000 each year, funded by CDBG.

11. PUBLIC HEARING – NONE

12. BUSINESS SESSION

- A. Consideration and Approval of First Amendment to Extend City Manager's Employment Agreement with City along with Certain Other Amendments (*page 91*)

Presented by City Attorney

Recommendation: It is recommended that the City Council, following a Closed Session discussion on this matter, approve the Draft First Amendment to the City Manager's Employment Agreement, along with certain other amendments specifying the term of the extension, adjustments to the City Manager's annual base compensation, and the City Manager's work schedule. It is further recommended that the City Council move to go into Closed Session prior to taking up this matter.

IMPORTANT PROCEDURAL NOTE: True and correct copies of the above subject First Amendment to the City Manager Employment Agreement will be made available to interested members of the public if the City Council elects to take action on this matter following its final closed session deliberation on the matter. Also, if the City Council elects to take action on this matter at its meeting of August 8, 2016, no final action shall be taken unless: (i) true and correct copies of the First Amendment document are first offered to interested members of the

public; and (ii) interested members of the public are afforded an opportunity to offer public comment on the matter before final action is taken by the City Council.

13. COUNCIL DISCUSSION

A. Mayor Sanchez

- i. Discussion regarding graffiti abatement

B. Council Member Garcia

- i. Discussion item on revocation of Attorney Client Privilege regarding Council Member Guerrero's Code of Conduct Investigation Report.

C. Council Member Guerrero

- i. Discussion item on revocation of Attorney Client Privilege regarding Council Member Garcia's Code of Conduct Investigation Report.
- ii. Discussion item on City Council resolution on behalf of Cudahy residents, to oppose SB 1146, and support religious freedom. (Draft resolution for discussion purposes only)

RECESS TO CLOSED SESSION

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

14. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator regarding: Unrepresented Employee
City's Designated Negotiator: Rick Olivarez, City Attorney / Richard Padilla Assistant City Attorney
Unrepresented Employee: City Manager

B. Closed Session Pursuant to Government Code Section 54957(b) – Public Employment
Position Subject of Discussion: City Manager

C. Closed Session – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) Government Code Section 54956.9 – One potential case

The City Council, in its discretion, may move to consider the closed session matters out of order prior to Public Comment under Section 5 of this Agenda, above.

RECONVENE TO OPEN SESSION

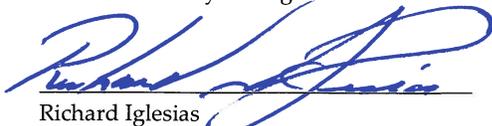
15. CLOSED SESSION ANNOUNCEMENT

16. ADJOURNMENT

Cudahy City Council / Agency will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Monday, August 22, 2016 at 6:30 p.m.

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 5th day of August 2016



Richard Iglesias
Deputy City Clerk



Item Number 10A

STAFF REPORT

Date: August 8, 2016
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of June 2016**

RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of \$2,147,557.30 including Cash and Investment Report by Fund for the month of June 2016.

BACKGROUND

1. On December 13, 1993, Ordinance 476 was adopted and codified as Cudahy Municipal Code Section 3.04.080 indicating, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same."
2. On June 2016, the following demands and payroll have been audited by the Finance Department:

Demands	\$ 1,984,531.59 (Attachment A)
Payroll Warrants	\$ 101,669.74 (Attachment B)
	\$ 61,355.97 (Attachment B)

Total: **\$ 2,147,557.30**

ANALYSIS

The Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), Cash and Investment Report by Fund June 2016 (Attachment C) indicate that the cash and investment balance was sufficient for disbursements for the month of June 2016, (Attachment D) a summary of cash received and disbursed by month during Fiscal Year (FY) 2015-16, and (Attachment E) a summary of cash received and disbursed by month during FY 2014-15. It is best practice in local governments for Bank Reconciliations to be completed within thirty days of month end. Accordingly, the timely completion of the bank reconciliation, and related reports, for the month ended July 31, 2016, as well as management review, will be completed by August 31, 2016.

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 \$2,147,557.30 were distributed between the funds of the City.

ATTACHMENTS

- A. Check Register Report
- B. Payroll Warrants including payroll taxes and insurance premiums
- C. Cash and Investment Report by Fund June 2016
- D. Summary of Cash Receipt / Disbursement by Month FY 2016
- E. Summary of Cash Receipt / Disbursement by Month FY 2015

Check Register Report

Attachment A

Date: 07/12/2016

Time: 10:09 am

Page: 1

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount															
39822	06/01/2016	10128 Printed	ALCALA MIKE ALONSO MUSIC -SENIORS 5 DE MAYO EVENT	150.00 0.00	150.00															
				Check Amount	150.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28693</td> <td>001-4350-6580.000</td> <td>150.00</td> <td>0.00</td> <td>150.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28693	001-4350-6580.000	150.00	0.00	150.00					
Ref#	GL Number	Gross	Discount	Amount																
28693	001-4350-6580.000	150.00	0.00	150.00																
39823	06/01/2016	1778 Printed	ALL CITY MANAGEMENT CROSSING GUARD APR 24 - MAY 7	2,102.06 0.00	2,102.06															
				Check Amount	2,102.06															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28678</td> <td>001-4520-6730.000</td> <td>2,102.06</td> <td>0.00</td> <td>2,102.06</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28678	001-4520-6730.000	2,102.06	0.00	2,102.06					
Ref#	GL Number	Gross	Discount	Amount																
28678	001-4520-6730.000	2,102.06	0.00	2,102.06																
39824	06/01/2016	10387 Printed	ASPHALT FABRIC AND ENGINEERING LUGO PARK SOCCER FIELD MAR-APR	351,343.25 0.00	351,343.25															
				Check Amount	351,343.25															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28716</td> <td>510-7092-6725.000</td> <td>351,343.25</td> <td>0.00</td> <td>351,343.25</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28716	510-7092-6725.000	351,343.25	0.00	351,343.25					
Ref#	GL Number	Gross	Discount	Amount																
28716	510-7092-6725.000	351,343.25	0.00	351,343.25																
39825	06/01/2016	0057-1 Printed	AT & T INTERNET SERVICES CLARA PARK INTERNET 134653270	115.00 0.00	115.00															
				Check Amount	115.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28708</td> <td>001-4020-6390.000</td> <td>64.00</td> <td>0.00</td> <td>64.00</td> </tr> <tr> <td>28709</td> <td>001-4020-6390.000</td> <td>51.00</td> <td>0.00</td> <td>51.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28708	001-4020-6390.000	64.00	0.00	64.00	28709	001-4020-6390.000	51.00	0.00	51.00
Ref#	GL Number	Gross	Discount	Amount																
28708	001-4020-6390.000	64.00	0.00	64.00																
28709	001-4020-6390.000	51.00	0.00	51.00																
39826	06/01/2016	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERVICE	120.53 0.00	120.53															
				Check Amount	120.53															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28704</td> <td>001-4020-6390.000</td> <td>120.53</td> <td>0.00</td> <td>120.53</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28704	001-4020-6390.000	120.53	0.00	120.53					
Ref#	GL Number	Gross	Discount	Amount																
28704	001-4020-6390.000	120.53	0.00	120.53																
39827	06/01/2016	0057-2 Printed	AT & T PHONE SERVICE PHONE LINE SERV APR 8 - MAY 7	700.03 0.00	700.03															
				Check Amount	700.03															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28706</td> <td>001-4020-6390.000</td> <td>700.03</td> <td>0.00</td> <td>700.03</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28706	001-4020-6390.000	700.03	0.00	700.03					
Ref#	GL Number	Gross	Discount	Amount																
28706	001-4020-6390.000	700.03	0.00	700.03																
39828	06/01/2016	10010 Printed	C & L ACCOUNTANCY CORPORATION CYF TAX RETURN JUNE 30 2015	1,320.00 0.00	1,320.00															
				Check Amount	1,320.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28683</td> <td>710-6010-6720.000</td> <td>1,320.00</td> <td>0.00</td> <td>1,320.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28683	710-6010-6720.000	1,320.00	0.00	1,320.00					
Ref#	GL Number	Gross	Discount	Amount																
28683	710-6010-6720.000	1,320.00	0.00	1,320.00																
39829	06/01/2016	4546 Printed	CENTRAL BASIN MUNICIPAL WATER RECYCLED WATER MARCH 2016	16.59 0.00	16.59															
				Check Amount	16.59															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28705</td> <td>001-4020-6395.000</td> <td>16.59</td> <td>0.00</td> <td>16.59</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28705	001-4020-6395.000	16.59	0.00	16.59					
Ref#	GL Number	Gross	Discount	Amount																
28705	001-4020-6395.000	16.59	0.00	16.59																
39830	06/01/2016	10303 Printed	CHUNG WENDY WINTER 2016 CONTENT PRODUCTION	10,470.00 0.00	10,470.00															

Check Register Report

Date: 07/12/2016

Time: 10:09 am

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount					
39831	06/01/2016	0136 Printed	CITY OF SOUTH GATE SIGNAL MAINTENANCE MAY 2016	75.00 0.00	75.00					
						Ref#	GL Number	Gross	Discount	Amount
						28676	001-4011-6720.000	6,960.00	0.00	6,960.00
					28713	001-4011-6720.000	3,510.00	0.00	3,510.00	
			Check Amount		10,470.00					
39832	06/01/2016	9561 Printed	COST RECOVERY SYSTEMS STATE MANDATE CLAIMS FY 15/16	7,500.00 0.00	7,500.00					
						Ref#	GL Number	Gross	Discount	Amount
						28682	201-4420-6771.000	75.00	0.00	75.00
			Check Amount		75.00					
39833	06/01/2016	0186 Printed	COUNTY OF LOS ANGELES ANIMAL CARE & CONTROL APRIL	12,659.50 0.00	12,659.50					
						Ref#	GL Number	Gross	Discount	Amount
						28714	001-4020-6720.000	7,500.00	0.00	7,500.00
			Check Amount		7,500.00					
39834	06/01/2016	2167 Printed	DAILY BREEZE PRESS TELEGRAM CLASSIFIED ADVERTISING	837.74 0.00	837.74					
						Ref#	GL Number	Gross	Discount	Amount
						28689	001-4510-6703.000	12,659.50	0.00	12,659.50
			Check Amount		12,659.50					
39835	06/01/2016	10005 Printed	DAPEER, ROSENBLIT & LITVAK CITY PROSECUTION APRIL 2016	1,778.08 0.00	1,778.08					
						Ref#	GL Number	Gross	Discount	Amount
						28675	001-4008-6310.000	443.49	0.00	443.49
			28675	001-4008-6310.000	394.25	0.00	394.25			
			Check Amount		837.74					
39836	06/01/2016	9998 Printed	DOWNEY SIGN & LIGHTING SERVICE TRAFFIC SIGNAL @ CLARA	1,324.95 0.00	1,324.95					
						Ref#	GL Number	Gross	Discount	Amount
						28711	001-4230-6755.000	1,778.08	0.00	1,778.08
			Check Amount		1,778.08					
39837	06/01/2016	10179 Printed	EMPIRE CLEANING SUPPLY JANITORIAL SUPPLIES	98.32 0.00	98.32					
						Ref#	GL Number	Gross	Discount	Amount
						28679	201-4420-6771.000	1,324.95	0.00	1,324.95
			Check Amount		1,324.95					
39838	06/01/2016	10053 Printed	HAULWAY STORAGE CONTAINERS 21FT STORAGE CONTAINER	74.20 0.00	74.20					
						Ref#	GL Number	Gross	Discount	Amount
						28694	001-4020-6080.000	98.32	0.00	98.32
			Check Amount		98.32					

Check Register Report

Date: 07/12/2016

Time: 10:09 am

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount			
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				Check Amount	74.20			
39839	06/01/2016	2139-2 Printed	HDL COREN & CONE SALES TAX 2ND QUARTER 2016	1,913.53 0.00	1,913.53			
				Check Amount	1,913.53			
				Ref#	GL Number	Gross	Discount	Amount
				28690	001-4151-6720.000	1,913.53	0.00	1,913.53
				Check Amount				1,913.53
39840	06/01/2016	2378 Printed	ITL, INC. FUEL	1,468.51 0.00	1,468.51			
				Check Amount	1,468.51			
				Ref#	GL Number	Gross	Discount	Amount
				28695	001-4530-6040.000	81.09	0.00	81.09
				28695	201-4425-6040.000	331.59	0.00	331.59
				28696	001-4530-6040.000	118.80	0.00	118.80
				28696	201-4425-6040.000	245.49	0.00	245.49
				28697	001-4530-6040.000	152.24	0.00	152.24
				28697	201-4425-6040.000	120.62	0.00	120.62
				28698	001-4530-6040.000	146.84	0.00	146.84
				28698	201-4425-6040.000	271.84	0.00	271.84
				Check Amount				1,468.51
39841	06/01/2016	8057 Printed	KONICA MINOLTA BUSINESS MONTHLY SERV DIGITAL APRIL2016	194.23 0.00	194.23			
				Check Amount	194.23			
				Ref#	GL Number	Gross	Discount	Amount
				28691	001-4020-6014.000	194.23	0.00	194.23
				Check Amount				194.23
39842	06/01/2016	9668 Printed	KONICA MINOLTA BUSINESS KONICA MINOLTA COPIER LEASE	236.38 0.00	236.38			
				Check Amount	236.38			
				Ref#	GL Number	Gross	Discount	Amount
				28687	001-4020-6014.000	236.38	0.00	236.38
				Check Amount				236.38
39843	06/01/2016	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT LAW ENFORCEMENT MARCH 2016	307,305.63 0.00	307,305.63			
				Check Amount	307,305.63			
				Ref#	GL Number	Gross	Discount	Amount
				28680	001-4501-6763.000	307,305.63	0.00	307,305.63
				Check Amount				307,305.63
39844	06/01/2016	10194 Printed	MAGANA GARCIA CECILIA ZUMBA INSTRUCTOR	320.25 0.00	320.25			
				Check Amount	320.25			
				Ref#	GL Number	Gross	Discount	Amount
				28685	001-4350-6210.000	320.25	0.00	320.25
				Check Amount				320.25
39845	06/01/2016	1338-1 Printed	METROPOLITAN TRANSPORTATION TAP APRIL 2016	4,740.00 0.00	4,740.00			
				Check Amount	4,740.00			
				Ref#	GL Number	Gross	Discount	Amount
				28688	251-4760-6550.000	4,740.00	0.00	4,740.00
				Check Amount				4,740.00

Check Register Report

Date: 07/12/2016

Time: 10:09 am

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
39846	06/01/2016	8247 Printed	NETWORK INNOVATION ASSOCIATES SATELLITE NETWORK JUNE 2016	278.00 0.00	278.00
				Check Amount	278.00
39847	06/01/2016	5129 Printed	OSUNA SINALOA AUTO GLASS INSTALLED NEW WINDOW VEH #6	101.30 0.00	101.30
				Check Amount	101.30
39848	06/01/2016	10184 Printed	RED WING SHOES STEEL TOE BOOTS MAINT DEPT.	985.45 0.00	985.45
				Check Amount	985.45
39849	06/01/2016	9737 Printed	REGIONAL TAP SERVICE CENTER STORED VALUE REGULAR APRIL	115.00 0.00	115.00
				Check Amount	115.00
39850	06/01/2016	10372-1 Printed	RICOH USA, INC. COPIER MAINTENENCE SERVICE	8,419.65 0.00	8,419.65
				Check Amount	8,419.65
39851	06/01/2016	5737 Printed	SOUTH COAST A.Q.M.D. CAAIR TOXICS PROGRAM FY 15/16	122.53 0.00	122.53
				Check Amount	122.53
39852	06/01/2016	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILLS	7,873.86 0.00	7,873.86
				Check Amount	7,873.86
39853	06/01/2016	4159 Printed	SUPERIOR CENTER CONCEPTS, INC. FOOD DISTRIBUTION MAY 2016	1,590.51 0.00	1,590.51
				Check Amount	1,590.51
39854	06/01/2016	9626 Printed	THE BANCORP BANK FORD FUSION HYBRID 2 VEH	1,154.24 0.00	1,154.24

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
39855	06/01/2016	9995 Printed	THE BANK OF NEW YORK MELLON CUDAHY COMM DEV IRS CALCULATIO	1,154.24	2,500.00
				0.00	0.00
				Check Amount	1,154.24
Ref#	GL Number	Gross	Discount	Amount	
28700	257-4780-6393.000	1,154.24	0.00	1,154.24	
39856	06/01/2016	0071 Printed	THE GAS COMPANY NATURAL GAS - 5220 SANTA ANA	135.24	135.24
				0.00	0.00
				Check Amount	135.24
Ref#	GL Number	Gross	Discount	Amount	
28701	001-4020-6380.000	56.50	0.00	56.50	
28702	001-4020-6380.000	42.25	0.00	42.25	
28703	001-4020-6380.000	36.49	0.00	36.49	
39857	06/01/2016	10387 Printed	ASPHALT FABRIC AND ENGINEERING LUGO PARK SOCCER FIELD	199,366.05	199,366.05
				0.00	0.00
				Check Amount	199,366.05
Ref#	GL Number	Gross	Discount	Amount	
28717	001-4350-6725.000	199,366.05	0.00	199,366.05	
39858	06/07/2016	2167 Printed	DAILY BREEZE PRESS TELEGRAM CLASSIFIED ADVERTISING	443.49	443.49
				0.00	0.00
				Check Amount	443.49
Ref#	GL Number	Gross	Discount	Amount	
28723	001-4008-6310.000	443.49	0.00	443.49	
39859	06/07/2016	10365 Printed	EFI GLOBAL, INC. PHASE I ENVIRONMENTAL SITE	10,473.75	10,473.75
				0.00	0.00
				Check Amount	10,473.75
Ref#	GL Number	Gross	Discount	Amount	
28718	610-4930-6720.000	10,473.75	0.00	10,473.75	
39860	06/07/2016	10300 Printed	MARIA IBARRA TRAINING MILEAGE REIMBURSE	80.75	80.75
				0.00	0.00
				Check Amount	80.75
Ref#	GL Number	Gross	Discount	Amount	
28719	001-4151-6391.000	80.75	0.00	80.75	
39861	06/07/2016	10081 Printed	NEOFUNDS BY NEOPOST POSTAGE	443.82	443.82
				0.00	0.00
				Check Amount	443.82
Ref#	GL Number	Gross	Discount	Amount	
28720	001-4020-6385.000	443.82	0.00	443.82	
39862	06/07/2016	1978 Printed	OFFICE DEPOT BUSINESS OFFICE SUPPLIES	429.10	429.10
				0.00	0.00
				Check Amount	429.10
Ref#	GL Number	Gross	Discount	Amount	

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	28722	001-4151-6080.000		29.40 0.00	29.40
	28722	001-4020-6014.000		149.32 0.00	149.32
	28722	001-4350-6080.000		25.87 0.00	25.87
	28722	001-4020-6080.000		224.51 0.00	224.51
			Check Amount		429.10
39863	06/13/2016	7995 Printed	AMERICAN CITY PEST CONTROL PEST CONTROL MAY 2016	484.00 0.00	484.00
	Ref#	GL Number	Gross	Discount	Amount
	28742	001-4020-6720.000	101.00	0.00	101.00
	28743	001-4020-6720.000	101.00	0.00	101.00
	28744	001-4020-6720.000	117.00	0.00	117.00
	28745	001-4020-6720.000	101.00	0.00	101.00
	28746	001-4020-6720.000	64.00	0.00	64.00
			Check Amount		484.00
39864	06/13/2016	10387 Printed	ASPHALT FABRIC AND ENGINEERING LUGO PARK SOCCER FIELD	181,047.20 0.00	181,047.20
	Ref#	GL Number	Gross	Discount	Amount
	28724	510-7092-6725.000	181,047.20	0.00	181,047.20
			Check Amount		181,047.20
39865	06/13/2016	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERVICE	47.51 0.00	47.51
	Ref#	GL Number	Gross	Discount	Amount
	28737	001-4020-6390.000	47.51	0.00	47.51
			Check Amount		47.51
39866	06/13/2016	8021 Printed	AT & T MOBILITY CELLULAR SERVICE APR 7- MAY 6	404.00 0.00	404.00
	Ref#	GL Number	Gross	Discount	Amount
	28726	201-4425-6390.000	48.63	0.00	48.63
	28726	001-4020-6390.000	355.37	0.00	355.37
			Check Amount		404.00
39867	06/13/2016	0057-2 Printed	AT & T PHONE SERVICE PHONE LINE SERV APR 25 - MAY27	2,405.70 0.00	2,405.70
	Ref#	GL Number	Gross	Discount	Amount
	28733	001-4020-6390.000	2,405.70	0.00	2,405.70
			Check Amount		2,405.70
39868	06/13/2016	2289 Printed	CONSOLIDATED DISPOSAL REFUSE ASSESSMENT MAY 2016	51,463.94 0.00	51,463.94
	Ref#	GL Number	Gross	Discount	Amount
	28739	730-0000-2007.000	51,463.94	0.00	51,463.94
			Check Amount		51,463.94
39869	06/13/2016	6087 Printed	FIRST AMERICAN DATA TREE SERVICE RENDERED MAY 2016	99.00 0.00	99.00
	Ref#	GL Number	Gross	Discount	Amount
	28728	001-4215-6080.000	99.00	0.00	99.00
			Check Amount		99.00

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39870	06/13/2016	0126-1 Printed	GOLDEN STATE WATER COMPANY WATER SERVICE APR 22 - MAY 23	3,068.53 0.00	3,068.53																																			
				Check Amount	3,068.53																																			
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28734</td> <td>001-4020-6395.000</td> <td>107.58</td> <td>0.00</td> <td>107.58</td> </tr> <tr> <td>28735</td> <td>001-4020-6395.000</td> <td>2,960.95</td> <td>0.00</td> <td>2,960.95</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28734	001-4020-6395.000	107.58	0.00	107.58	28735	001-4020-6395.000	2,960.95	0.00	2,960.95																				
Ref#	GL Number	Gross	Discount	Amount																																				
28734	001-4020-6395.000	107.58	0.00	107.58																																				
28735	001-4020-6395.000	2,960.95	0.00	2,960.95																																				
39871	06/13/2016	2724 Printed	HOME DEPOT CREDIT SERVICES HARDWARE AND SUPPLIES	607.00 0.00	607.00																																			
				Check Amount	607.00																																			
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28730</td> <td>201-4425-6150.000</td> <td>180.05</td> <td>0.00</td> <td>180.05</td> </tr> <tr> <td>28730</td> <td>001-4020-6370.000</td> <td>17.92</td> <td>0.00</td> <td>17.92</td> </tr> <tr> <td>28730</td> <td>001-4410-6389.000</td> <td>84.43</td> <td>0.00</td> <td>84.43</td> </tr> <tr> <td>28747</td> <td>001-4410-6389.000</td> <td>139.03</td> <td>0.00</td> <td>139.03</td> </tr> <tr> <td>28747</td> <td>001-4020-6370.000</td> <td>59.47</td> <td>0.00</td> <td>59.47</td> </tr> <tr> <td>28747</td> <td>201-4425-6150.000</td> <td>126.10</td> <td>0.00</td> <td>126.10</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28730	201-4425-6150.000	180.05	0.00	180.05	28730	001-4020-6370.000	17.92	0.00	17.92	28730	001-4410-6389.000	84.43	0.00	84.43	28747	001-4410-6389.000	139.03	0.00	139.03	28747	001-4020-6370.000	59.47	0.00	59.47	28747	201-4425-6150.000	126.10	0.00	126.10
Ref#	GL Number	Gross	Discount	Amount																																				
28730	201-4425-6150.000	180.05	0.00	180.05																																				
28730	001-4020-6370.000	17.92	0.00	17.92																																				
28730	001-4410-6389.000	84.43	0.00	84.43																																				
28747	001-4410-6389.000	139.03	0.00	139.03																																				
28747	001-4020-6370.000	59.47	0.00	59.47																																				
28747	201-4425-6150.000	126.10	0.00	126.10																																				
39872	06/13/2016	9723 Printed	IT SYSTEMHOUSE, INC. IT OUTSOURCING SERV MAY 2016	3,200.00 0.00	3,200.00																																			
				Check Amount	3,200.00																																			
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28727</td> <td>001-4020-6720.000</td> <td>3,200.00</td> <td>0.00</td> <td>3,200.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28727	001-4020-6720.000	3,200.00	0.00	3,200.00																									
Ref#	GL Number	Gross	Discount	Amount																																				
28727	001-4020-6720.000	3,200.00	0.00	3,200.00																																				
39873	06/13/2016	9425 Printed	JK CONSTRUCTION 7735 ATLANTIC SP 21 - GARCIA	13,110.00 0.00	13,110.00																																			
				Check Amount	13,110.00																																			
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28725</td> <td>510-4620-6767.000</td> <td>13,110.00</td> <td>0.00</td> <td>13,110.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28725	510-4620-6767.000	13,110.00	0.00	13,110.00																									
Ref#	GL Number	Gross	Discount	Amount																																				
28725	510-4620-6767.000	13,110.00	0.00	13,110.00																																				
39874	06/13/2016	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT SPECIAL EVENTS MAR 2 2016	593.52 0.00	593.52																																			
				Check Amount	593.52																																			
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28732</td> <td>040-4501-6763.000</td> <td>593.52</td> <td>0.00</td> <td>593.52</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28732	040-4501-6763.000	593.52	0.00	593.52																									
Ref#	GL Number	Gross	Discount	Amount																																				
28732	040-4501-6763.000	593.52	0.00	593.52																																				
39875	06/13/2016	9994 Printed	LA PRINCESA BAKERY & CAFE CAKE	50.00 0.00	50.00																																			
				Check Amount	50.00																																			
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28738</td> <td>001-4350-6580.000</td> <td>50.00</td> <td>0.00</td> <td>50.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28738	001-4350-6580.000	50.00	0.00	50.00																									
Ref#	GL Number	Gross	Discount	Amount																																				
28738	001-4350-6580.000	50.00	0.00	50.00																																				
39876	06/13/2016	10194 Printed	MAGANA GARCIA CECILIA ZUMBA INSTRUCTOR	240.18 0.00	240.18																																			
				Check Amount	240.18																																			
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28731</td> <td>001-4350-6210.000</td> <td>240.18</td> <td>0.00</td> <td>240.18</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28731	001-4350-6210.000	240.18	0.00	240.18																									
Ref#	GL Number	Gross	Discount	Amount																																				
28731	001-4350-6210.000	240.18	0.00	240.18																																				
39877	06/13/2016	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILLS	308.86 0.00	308.86																																			
				Check Amount	308.86																																			
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount																														
Ref#	GL Number	Gross	Discount	Amount																																				

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	28736	201-4420-6318.000		88.51	0.00	88.51
	28736	001-4020-6318.000		220.35	0.00	220.35
				Check Amount		308.86
39878	06/13/2016	9991 Printed	TRANSTECH ENGINEERING, INC. LUGO PARK & RESTROOM	22,346.13		22,346.13
						0.00
	Ref#	GL Number		Gross	Discount	Amount
	28740	001-4350-6725.000		18,141.13	0.00	18,141.13
	28741	001-4350-6725.000		4,205.00	0.00	4,205.00
				Check Amount		22,346.13
39879	06/13/2016	5695 Printed	VISTA PAINT STREET MARKING PAINT	1,613.20		1,613.20
						0.00
	Ref#	GL Number		Gross	Discount	Amount
	28729	201-4425-6150.000		1,613.20	0.00	1,613.20
				Check Amount		1,613.20
39880	06/13/2016	10387 Printed	ASPHALT FABRIC AND ENGINEERING LUGO PARK SOCCER FIELD	99,683.03		99,683.03
						0.00
	Ref#	GL Number		Gross	Discount	Amount
	28748	001-4350-6725.000		99,683.03	0.00	99,683.03
				Check Amount		99,683.03
39881	06/20/2016	4550 Printed	235- PRAXAIR DISTRIBUTION INC. CYLINDER RENTAL	41.35		41.35
						0.00
	Ref#	GL Number		Gross	Discount	Amount
	28771	201-4425-6150.000		41.35	0.00	41.35
				Check Amount		41.35
39882	06/20/2016	1778 Printed	ALL CITY MANAGEMENT CROSSING GUARD MAY 8 - 21,2016	3,993.05		3,993.05
						0.00
	Ref#	GL Number		Gross	Discount	Amount
	28758	001-4520-6730.000		1,895.30	0.00	1,895.30
	28768	001-4520-6730.000		2,097.75	0.00	2,097.75
				Check Amount		3,993.05
39883	06/20/2016	10205 Printed	APPLE ONE EMPLOYMENT SERVICES EMPLOYMENT SERVICE	2,122.05		2,122.05
						0.00
	Ref#	GL Number		Gross	Discount	Amount
	28763	001-4020-6720.000		740.25	0.00	740.25
	28763	001-4020-6720.000		789.60	0.00	789.60
	28763	001-4020-6720.000		592.20	0.00	592.20
				Check Amount		2,122.05
39884	06/20/2016	10133 Printed	AVANT-GARDE, INC. ACTIVE TRANSPORTATION	8,400.00		8,400.00
						0.00
	Ref#	GL Number		Gross	Discount	Amount
	28772	001-4020-6720.000		8,400.00	0.00	8,400.00
				Check Amount		8,400.00
39885	06/20/2016	7019 Printed	BUSINESS CARD CREDIT CARD PAYMENT	4,420.79		4,420.79
						0.00

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28749</td> <td>001-4020-6515.000</td> <td>116.76</td> <td>0.00</td> <td>116.76</td> </tr> <tr> <td>28749</td> <td>001-4020-6080.000</td> <td>1,580.25</td> <td>0.00</td> <td>1,580.25</td> </tr> <tr> <td>28749</td> <td>001-4020-6396.000</td> <td>375.00</td> <td>0.00</td> <td>375.00</td> </tr> <tr> <td>28749</td> <td>001-4020-6375.000</td> <td>214.90</td> <td>0.00</td> <td>214.90</td> </tr> <tr> <td>28749</td> <td>001-4350-6580.000</td> <td>360.00</td> <td>0.00</td> <td>360.00</td> </tr> <tr> <td>28749</td> <td>001-4001-6391.000</td> <td>1,757.90</td> <td>0.00</td> <td>1,757.90</td> </tr> <tr> <td>28749</td> <td>001-4001-6085.000</td> <td>15.98</td> <td>0.00</td> <td>15.98</td> </tr> <tr> <td colspan="4"></td> <td>Check Amount</td> <td>4,420.79</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28749	001-4020-6515.000	116.76	0.00	116.76	28749	001-4020-6080.000	1,580.25	0.00	1,580.25	28749	001-4020-6396.000	375.00	0.00	375.00	28749	001-4020-6375.000	214.90	0.00	214.90	28749	001-4350-6580.000	360.00	0.00	360.00	28749	001-4001-6391.000	1,757.90	0.00	1,757.90	28749	001-4001-6085.000	15.98	0.00	15.98					Check Amount	4,420.79
Ref#	GL Number	Gross	Discount	Amount																																															
28749	001-4020-6515.000	116.76	0.00	116.76																																															
28749	001-4020-6080.000	1,580.25	0.00	1,580.25																																															
28749	001-4020-6396.000	375.00	0.00	375.00																																															
28749	001-4020-6375.000	214.90	0.00	214.90																																															
28749	001-4350-6580.000	360.00	0.00	360.00																																															
28749	001-4001-6391.000	1,757.90	0.00	1,757.90																																															
28749	001-4001-6085.000	15.98	0.00	15.98																																															
				Check Amount	4,420.79																																														
39886	06/20/2016	6009 Printed	CALCPA MEMBERSHIP DUES CALIF CPA	499.00 0.00	499.00																																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28776</td> <td>001-4151-6386.000</td> <td>499.00</td> <td>0.00</td> <td>499.00</td> </tr> <tr> <td colspan="4"></td> <td>Check Amount</td> <td>499.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28776	001-4151-6386.000	499.00	0.00	499.00					Check Amount	499.00																														
Ref#	GL Number	Gross	Discount	Amount																																															
28776	001-4151-6386.000	499.00	0.00	499.00																																															
				Check Amount	499.00																																														
39887	06/20/2016	8061 Printed	CELEDON'S EXER. EQUIP. SERV. REPAIR FITNESS EQUIPMENT	3,884.73 0.00	3,884.73																																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28774</td> <td>001-4410-6140.000</td> <td>3,884.73</td> <td>0.00</td> <td>3,884.73</td> </tr> <tr> <td colspan="4"></td> <td>Check Amount</td> <td>3,884.73</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28774	001-4410-6140.000	3,884.73	0.00	3,884.73					Check Amount	3,884.73																														
Ref#	GL Number	Gross	Discount	Amount																																															
28774	001-4410-6140.000	3,884.73	0.00	3,884.73																																															
				Check Amount	3,884.73																																														
39888	06/20/2016	0136 Printed	CITY OF SOUTH GATE SIGNAL MAINTENANCE JUNE 2016	75.00 0.00	75.00																																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28752</td> <td>201-4420-6771.000</td> <td>75.00</td> <td>0.00</td> <td>75.00</td> </tr> <tr> <td colspan="4"></td> <td>Check Amount</td> <td>75.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28752	201-4420-6771.000	75.00	0.00	75.00					Check Amount	75.00																														
Ref#	GL Number	Gross	Discount	Amount																																															
28752	201-4420-6771.000	75.00	0.00	75.00																																															
				Check Amount	75.00																																														
39889	06/20/2016	5741 Printed	DEPARTMENT OF JUSTICE LIVE SCAN FINGERPRINTING	98.00 0.00	98.00																																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28764</td> <td>001-4015-6320.000</td> <td>98.00</td> <td>0.00</td> <td>98.00</td> </tr> <tr> <td colspan="4"></td> <td>Check Amount</td> <td>98.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28764	001-4015-6320.000	98.00	0.00	98.00					Check Amount	98.00																														
Ref#	GL Number	Gross	Discount	Amount																																															
28764	001-4015-6320.000	98.00	0.00	98.00																																															
				Check Amount	98.00																																														
39890	06/20/2016	10073 Printed	DOBRENEN STEVEN CPA LICENSE RENEWAL &	192.00 0.00	192.00																																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28777</td> <td>001-4151-6376.000</td> <td>100.00</td> <td>0.00</td> <td>100.00</td> </tr> <tr> <td>28777</td> <td>001-4151-6391.000</td> <td>30.00</td> <td>0.00</td> <td>30.00</td> </tr> <tr> <td>28777</td> <td>001-4151-6376.000</td> <td>62.00</td> <td>0.00</td> <td>62.00</td> </tr> <tr> <td colspan="4"></td> <td>Check Amount</td> <td>192.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28777	001-4151-6376.000	100.00	0.00	100.00	28777	001-4151-6391.000	30.00	0.00	30.00	28777	001-4151-6376.000	62.00	0.00	62.00					Check Amount	192.00																				
Ref#	GL Number	Gross	Discount	Amount																																															
28777	001-4151-6376.000	100.00	0.00	100.00																																															
28777	001-4151-6391.000	30.00	0.00	30.00																																															
28777	001-4151-6376.000	62.00	0.00	62.00																																															
				Check Amount	192.00																																														
39891	06/20/2016	0569 Printed	FEDERAL EXPRESS SERVICES FEDERAL EXPRESS MAIL	35.76 0.00	35.76																																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28759</td> <td>001-4020-6385.000</td> <td>35.76</td> <td>0.00</td> <td>35.76</td> </tr> <tr> <td colspan="4"></td> <td>Check Amount</td> <td>35.76</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28759	001-4020-6385.000	35.76	0.00	35.76					Check Amount	35.76																														
Ref#	GL Number	Gross	Discount	Amount																																															
28759	001-4020-6385.000	35.76	0.00	35.76																																															
				Check Amount	35.76																																														
39892	06/20/2016	10325 Printed	FROM LOT TO SPOT, INC. FACILITATION SERVICES, CUDAHY	1,500.00 0.00	1,500.00																																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28773</td> <td>235-4215-6720.000</td> <td>1,500.00</td> <td>0.00</td> <td>1,500.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28773	235-4215-6720.000	1,500.00	0.00	1,500.00																																				
Ref#	GL Number	Gross	Discount	Amount																																															
28773	235-4215-6720.000	1,500.00	0.00	1,500.00																																															

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																				
				Check Amount	1,500.00																				
39893	06/20/2016	10053 Printed	HAULAWAY STORAGE CONTAINERS 21FT STORAGE CONTAINER	74.20 0.00	74.20																				
				Check Amount	74.20																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28751</td> <td>001-4020-6970.000</td> <td>74.20</td> <td>0.00</td> <td>74.20</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28751	001-4020-6970.000	74.20	0.00	74.20										
Ref#	GL Number	Gross	Discount	Amount																					
28751	001-4020-6970.000	74.20	0.00	74.20																					
39894	06/20/2016	4553 Printed	J. V. PRINTING BUSINESS CARDS COMMISSIONERS	625.66 0.00	625.66																				
				Check Amount	625.66																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28767</td> <td>001-4001-6085.000</td> <td>76.30</td> <td>0.00</td> <td>76.30</td> </tr> <tr> <td>28769</td> <td>001-4020-6970.000</td> <td>549.36</td> <td>0.00</td> <td>549.36</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28767	001-4001-6085.000	76.30	0.00	76.30	28769	001-4020-6970.000	549.36	0.00	549.36					
Ref#	GL Number	Gross	Discount	Amount																					
28767	001-4001-6085.000	76.30	0.00	76.30																					
28769	001-4020-6970.000	549.36	0.00	549.36																					
39895	06/20/2016	8057 Printed	KONICA MINOLTA BUSINESS MONTHLY SERV DIGITAL MAY 2016	194.23 0.00	194.23																				
				Check Amount	194.23																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28757</td> <td>001-4020-6014.000</td> <td>194.23</td> <td>0.00</td> <td>194.23</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28757	001-4020-6014.000	194.23	0.00	194.23										
Ref#	GL Number	Gross	Discount	Amount																					
28757	001-4020-6014.000	194.23	0.00	194.23																					
39896	06/20/2016	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT SPECIAL EVENTS JANUARY 2016	5,638.39 0.00	5,638.39																				
				Check Amount	5,638.39																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28753</td> <td>270-4501-6763.000</td> <td>5,638.39</td> <td>0.00</td> <td>5,638.39</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28753	270-4501-6763.000	5,638.39	0.00	5,638.39										
Ref#	GL Number	Gross	Discount	Amount																					
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39897	06/20/2016	10381 Printed	LOPEZ FRANCISCO INSTALLED LIGHT BAR & ARROW	360.00 0.00	360.00																				
				Check Amount	360.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28770</td> <td>201-4425-6394.000</td> <td>360.00</td> <td>0.00</td> <td>360.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28770	201-4425-6394.000	360.00	0.00	360.00										
Ref#	GL Number	Gross	Discount	Amount																					
28770	201-4425-6394.000	360.00	0.00	360.00																					
39898	06/20/2016	10385 Printed	MCE CORPORATION PARKS & FACILITY	23,074.01 0.00	23,074.01																				
				Check Amount	23,074.01																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28775</td> <td>001-4020-6720.000</td> <td>3,633.47</td> <td>0.00</td> <td>3,633.47</td> </tr> <tr> <td>28775</td> <td>001-4930-6724.000</td> <td>1,438.68</td> <td>0.00</td> <td>1,438.68</td> </tr> <tr> <td>28775</td> <td>001-4410-6720.000</td> <td>18,001.86</td> <td>0.00</td> <td>18,001.86</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28775	001-4020-6720.000	3,633.47	0.00	3,633.47	28775	001-4930-6724.000	1,438.68	0.00	1,438.68	28775	001-4410-6720.000	18,001.86	0.00	18,001.86
Ref#	GL Number	Gross	Discount	Amount																					
28775	001-4020-6720.000	3,633.47	0.00	3,633.47																					
28775	001-4930-6724.000	1,438.68	0.00	1,438.68																					
28775	001-4410-6720.000	18,001.86	0.00	18,001.86																					
39899	06/20/2016	1978 Printed	OFFICE DEPOT BUSINESS COPIER PAPER & REGISTER ROLLS	76.64 0.00	76.64																				
				Check Amount	76.64																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28750</td> <td>001-4020-6014.000</td> <td>63.20</td> <td>0.00</td> <td>63.20</td> </tr> <tr> <td>28750</td> <td>001-4020-6080.000</td> <td>13.44</td> <td>0.00</td> <td>13.44</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28750	001-4020-6014.000	63.20	0.00	63.20	28750	001-4020-6080.000	13.44	0.00	13.44					
Ref#	GL Number	Gross	Discount	Amount																					
28750	001-4020-6014.000	63.20	0.00	63.20																					
28750	001-4020-6080.000	13.44	0.00	13.44																					
39900	06/20/2016	10372 Printed	RICOH USA, INC LEASE RICOH PRINTER	6,868.62 0.00	6,868.62																				
				Check Amount	6,868.62																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28754</td> <td>001-4020-6014.000</td> <td>3,434.31</td> <td>0.00</td> <td>3,434.31</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28754	001-4020-6014.000	3,434.31	0.00	3,434.31										
Ref#	GL Number	Gross	Discount	Amount																					
28754	001-4020-6014.000	3,434.31	0.00	3,434.31																					

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount			
	28755	001-4020-6014.000		3,434.31 0.00	3,434.31			
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				Check Amount	190.85			
				Ref#	GL Number	Gross	Discount	Amount
				28762	001-4350-6080.000	20.26	0.00	20.26
				28762	001-4350-6580.000	109.46	0.00	109.46
				28762	001-4020-6080.000	61.13	0.00	61.13
				Check Amount				190.85
39902	06/20/2016	0172 Printed	SMART & FINAL FOOD SERVICE COFFEE CREAMER	14.57 0.00	14.57			
				Check Amount	14.57			
				Ref#	GL Number	Gross	Discount	Amount
				28756	001-4020-6080.000	14.57	0.00	14.57
				Check Amount				14.57
39903	06/20/2016	0093-1 Printed	SOUTHERN CALIFORNIA ASSOCIATIO MEMBERSHIP DUES 2016-2017	2,383.00 0.00	2,383.00			
				Check Amount	2,383.00			
				Ref#	GL Number	Gross	Discount	Amount
				28765	001-4001-6312.000	2,383.00	0.00	2,383.00
				Check Amount				2,383.00
39904	06/20/2016	9995 Printed	THE BANK OF NEW YORK MELLON ADMIN FEE CUDAHY2011B	1,965.60 0.00	1,965.60			
				Check Amount	1,965.60			
				Ref#	GL Number	Gross	Discount	Amount
				28766	610-4930-6820.000	1,965.60	0.00	1,965.60
				Check Amount				1,965.60
39905	06/20/2016	9991 Printed	TRANSTECH ENGINEERING, INC. ENGINEERING SERVICES	12,557.00 0.00	12,557.00			
				Check Amount	12,557.00			
				Ref#	GL Number	Gross	Discount	Amount
				28761	255-7079-6725.000	12,557.00	0.00	12,557.00
				Check Amount				12,557.00
39906	06/20/2016	2859 Printed	UNDERGROUND SERVICE ALERT-SC DIG ALERT TICKETS	34.50 0.00	34.50			
				Check Amount	34.50			
				Ref#	GL Number	Gross	Discount	Amount
				28760	201-4425-6735.000	34.50	0.00	34.50
				Check Amount				34.50
39907	06/20/2016	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT HR CONSULTING MAY 23 - jun 19	5,440.96 0.00	5,440.96			
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				Ref#	GL Number	Gross	Discount	Amount
				28778	001-4015-6720.000	5,440.96	0.00	5,440.96
				Check Amount				5,440.96
39908	06/20/2016	9951 Printed	WILLDAN CITY ENGINEERING SERVICES	11,082.13 0.00	11,082.13			
				Check Amount	11,082.13			
				Ref#	GL Number	Gross	Discount	Amount
				28779	001-4216-6745.000	665.00	0.00	665.00
				28780	001-4216-6745.000	1,470.00	0.00	1,470.00

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount		
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	28782	001-4216-6745.000		665.00	0.00		
	28783	001-4216-6745.000		1,635.88	0.00		
	28784	001-4216-6745.000		541.25	0.00		
	28785	001-4216-6745.000		5,335.00	0.00		
			Check Amount		11,082.13		
39909	06/20/2016	9951 Printed	WILLDAN BUILDING OFFICIAL SERVICES	6,580.00	0.00		
			Check Amount		6,580.00		
			Ref#	GL Number	Gross	Discount	Amount
			28786	001-4212-6720.000	1,610.00	0.00	1,610.00
			28787	001-4212-6720.000	1,260.00	0.00	1,260.00
			28788	001-4212-6720.000	1,120.00	0.00	1,120.00
			28789	001-4212-6720.000	700.00	0.00	700.00
			28790	001-4212-6720.000	1,120.00	0.00	1,120.00
			28791	001-4212-6720.000	770.00	0.00	770.00
			Check Amount				6,580.00
39910	06/21/2016	10020 Printed	GARCIA CHRISTOPHER ANNUAL CONFERENCE	119.75	0.00		
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			Ref#	GL Number	Gross	Discount	Amount
			28798	001-4001-6391.000	119.75	0.00	119.75
39911	06/21/2016	9960 Printed	GUERRERO JACK M ANNUAL CONFERENCE	119.75	0.00		
			Check Amount		119.75		
			Ref#	GL Number	Gross	Discount	Amount
			28797	001-4001-6391.000	119.75	0.00	119.75
39912	06/21/2016	10204 Printed	HERNANDEZ CHRISTIAN ANNUAL CONFERENCE	119.75	0.00		
			Check Amount		119.75		
			Ref#	GL Number	Gross	Discount	Amount
			28799	001-4001-6391.000	119.75	0.00	119.75
39913	06/21/2016	10390 Printed	JONES DENNIS NEIL 4TH OF JULY MUSICAL ARTIST	1,500.00	0.00		
			Check Amount		1,500.00		
			Ref#	GL Number	Gross	Discount	Amount
			28801	001-4350-6585.000	1,500.00	0.00	1,500.00
39914	06/21/2016	10108 Printed	MARKOVICH CRISTIAN ANNUAL CONFERENCE	119.75	0.00		
			Check Amount		119.75		
			Ref#	GL Number	Gross	Discount	Amount
			28796	001-4001-6391.000	119.75	0.00	119.75
39915	06/21/2016	10191 Printed	MORENO DANNY FACE PAINTING & BALLON ARTIST	975.00	0.00		
			Check Amount		975.00		
			Ref#	GL Number	Gross	Discount	Amount
			28793	001-4350-6585.000	975.00	0.00	975.00

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																																																	
				Check Amount	975.00																																																																	
39916	06/21/2016	10386 Printed	MY LITTLE CARNIVAL, INC. REMAINING BAL. CARNIVAL SERVIC	4,527.00 0.00	4,527.00																																																																	
				Check Amount	4,527.00																																																																	
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28792</td> <td>001-4350-6585.000</td> <td>4,527.00</td> <td>0.00</td> <td>4,527.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28792	001-4350-6585.000	4,527.00	0.00	4,527.00																																																							
Ref#	GL Number	Gross	Discount	Amount																																																																		
28792	001-4350-6585.000	4,527.00	0.00	4,527.00																																																																		
				Check Amount	4,527.00																																																																	
39917	06/21/2016	10201 Printed	OLIVAREZ MADRUGA, LLP LEGAL SERVICES MARCH 2016	49,283.12 0.00	49,283.12																																																																	
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28802</td> <td>001-4930-6391.000</td> <td>1,052.75</td> <td>0.00</td> <td>1,052.75</td> </tr> <tr> <td>28802</td> <td>001-4005-6755.000</td> <td>91.66</td> <td>0.00</td> <td>91.66</td> </tr> <tr> <td>28802</td> <td>001-4005-6720.000</td> <td>18,947.25</td> <td>0.00</td> <td>18,947.25</td> </tr> <tr> <td>28803</td> <td>001-4930-6391.000</td> <td>787.50</td> <td>0.00</td> <td>787.50</td> </tr> <tr> <td>28803</td> <td>620-4920-6755.000</td> <td>214.50</td> <td>0.00</td> <td>214.50</td> </tr> <tr> <td>28803</td> <td>001-4005-6755.000</td> <td>11,386.00</td> <td>0.00</td> <td>11,386.00</td> </tr> <tr> <td>28803</td> <td>001-4005-6720.000</td> <td>21.68</td> <td>0.00</td> <td>21.68</td> </tr> <tr> <td>28804</td> <td>001-4930-6391.000</td> <td>28.78</td> <td>0.00</td> <td>28.78</td> </tr> <tr> <td>28804</td> <td>610-4930-6755.000</td> <td>4,001.50</td> <td>0.00</td> <td>4,001.50</td> </tr> <tr> <td>28804</td> <td>001-4930-6724.000</td> <td>7,326.50</td> <td>0.00</td> <td>7,326.50</td> </tr> <tr> <td>28804</td> <td>001-4930-6391.000</td> <td>5,171.50</td> <td>0.00</td> <td>5,171.50</td> </tr> <tr> <td>28804</td> <td>620-4920-6755.000</td> <td>253.50</td> <td>0.00</td> <td>253.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28802	001-4930-6391.000	1,052.75	0.00	1,052.75	28802	001-4005-6755.000	91.66	0.00	91.66	28802	001-4005-6720.000	18,947.25	0.00	18,947.25	28803	001-4930-6391.000	787.50	0.00	787.50	28803	620-4920-6755.000	214.50	0.00	214.50	28803	001-4005-6755.000	11,386.00	0.00	11,386.00	28803	001-4005-6720.000	21.68	0.00	21.68	28804	001-4930-6391.000	28.78	0.00	28.78	28804	610-4930-6755.000	4,001.50	0.00	4,001.50	28804	001-4930-6724.000	7,326.50	0.00	7,326.50	28804	001-4930-6391.000	5,171.50	0.00	5,171.50	28804	620-4920-6755.000	253.50	0.00	253.50
Ref#	GL Number	Gross	Discount	Amount																																																																		
28802	001-4930-6391.000	1,052.75	0.00	1,052.75																																																																		
28802	001-4005-6755.000	91.66	0.00	91.66																																																																		
28802	001-4005-6720.000	18,947.25	0.00	18,947.25																																																																		
28803	001-4930-6391.000	787.50	0.00	787.50																																																																		
28803	620-4920-6755.000	214.50	0.00	214.50																																																																		
28803	001-4005-6755.000	11,386.00	0.00	11,386.00																																																																		
28803	001-4005-6720.000	21.68	0.00	21.68																																																																		
28804	001-4930-6391.000	28.78	0.00	28.78																																																																		
28804	610-4930-6755.000	4,001.50	0.00	4,001.50																																																																		
28804	001-4930-6724.000	7,326.50	0.00	7,326.50																																																																		
28804	001-4930-6391.000	5,171.50	0.00	5,171.50																																																																		
28804	620-4920-6755.000	253.50	0.00	253.50																																																																		
				Check Amount	49,283.12																																																																	
39918	06/21/2016	10180 Printed	PULIDO JOSE E. ANNUAL CONFERENCE	119.75 0.00	119.75																																																																	
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28800</td> <td>001-4011-6391.000</td> <td>119.75</td> <td>0.00</td> <td>119.75</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28800	001-4011-6391.000	119.75	0.00	119.75																																																							
Ref#	GL Number	Gross	Discount	Amount																																																																		
28800	001-4011-6391.000	119.75	0.00	119.75																																																																		
				Check Amount	119.75																																																																	
39919	06/21/2016	4502 Printed	PYRO SPECTACULARS, INC. REMAINING BAL. FIREWORK DISPLA	6,562.50 0.00	6,562.50																																																																	
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28795</td> <td>710-0000-1195.000</td> <td>6,562.50</td> <td>0.00</td> <td>6,562.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28795	710-0000-1195.000	6,562.50	0.00	6,562.50																																																							
Ref#	GL Number	Gross	Discount	Amount																																																																		
28795	710-0000-1195.000	6,562.50	0.00	6,562.50																																																																		
				Check Amount	6,562.50																																																																	
39920	06/21/2016	10004 Printed	TALAMANTES ROBERT DJ SERVICE 4TH OF JULY EVENT	700.00 0.00	700.00																																																																	
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28794</td> <td>001-4350-6585.000</td> <td>700.00</td> <td>0.00</td> <td>700.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28794	001-4350-6585.000	700.00	0.00	700.00																																																							
Ref#	GL Number	Gross	Discount	Amount																																																																		
28794	001-4350-6585.000	700.00	0.00	700.00																																																																		
				Check Amount	700.00																																																																	
39921	06/21/2016	10391 Printed	ON DEMAND ROBO CALLS DEPOSIT: AUTOMATED CALLING SRV	3,000.00 0.00	3,000.00																																																																	
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28805</td> <td>001-4001-6720.000</td> <td>3,000.00</td> <td>0.00</td> <td>3,000.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28805	001-4001-6720.000	3,000.00	0.00	3,000.00																																																							
Ref#	GL Number	Gross	Discount	Amount																																																																		
28805	001-4001-6720.000	3,000.00	0.00	3,000.00																																																																		
				Check Amount	3,000.00																																																																	
39922	06/27/2016	10387 Printed	ASPHALT FABRIC AND ENGINEERING LUGO PARK SOCCER FIELD JUNE'16	395,734.16 0.00	395,734.16																																																																	
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28808</td> <td>280-7090-6725.000</td> <td>234,543.16</td> <td>0.00</td> <td>234,543.16</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28808	280-7090-6725.000	234,543.16	0.00	234,543.16																																																							
Ref#	GL Number	Gross	Discount	Amount																																																																		
28808	280-7090-6725.000	234,543.16	0.00	234,543.16																																																																		

Check Register Report

Date: 07/12/2016

Time: 10:09 am

Page: 14

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
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	28808	510-7092-6725.000		68,091.00	0.00
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	Ref#	GL Number	Gross	Discount	Amount
	28815	001-4020-6390.000	64.00	0.00	64.00
	28816	001-4020-6390.000	51.00	0.00	51.00
			Check Amount		115.00
39924	06/27/2016	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERVICE	41.81 0.00	41.81
	Ref#	GL Number	Gross	Discount	Amount
	28810	001-4020-6390.000	41.81	0.00	41.81
			Check Amount		41.81
39925	06/27/2016	0057-2 Printed	AT & T PHONE SERVICE LANDLINE PHONE SERVICE	710.53 0.00	710.53
	Ref#	GL Number	Gross	Discount	Amount
	28811	001-4020-6390.000	710.53	0.00	710.53
			Check Amount		710.53
39926	06/27/2016	4546 Printed	CENTRAL BASIN MUNICIPAL WATER RECYCLED WATER APRIL 2016	137.81 0.00	137.81
	Ref#	GL Number	Gross	Discount	Amount
	28817	001-4020-6395.000	137.81	0.00	137.81
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39927	06/27/2016	0186 Printed	COUNTY OF LOS ANGELES ANIMAL CARE & CONTROL MAY 2016	9,486.08 0.00	9,486.08
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	28807	001-4510-6703.000	9,486.08	0.00	9,486.08
			Check Amount		9,486.08
39928	06/27/2016	10334 Printed	DEMETRIOU DEL GUERCIO SPRINGER ATTORNEY FEES CUDAHY EDC	680.00 0.00	680.00
	Ref#	GL Number	Gross	Discount	Amount
	28840	610-4930-6755.000	680.00	0.00	680.00
			Check Amount		680.00
39929	06/27/2016	9983 Printed	FIESTA TAXI COOPERATIVE, INC. DIAL A RIDE SERVICE MAY 2016	2,601.39 0.00	2,601.39
	Ref#	GL Number	Gross	Discount	Amount
	28806	252-4750-6780.000	2,601.39	0.00	2,601.39
			Check Amount		2,601.39
39930	06/27/2016	10187 Printed	FUEL CREATIVE GROUP CUDAHY UNO CITY MAGAZINE 15/16	1,562.50 0.00	1,562.50
	Ref#	GL Number	Gross	Discount	Amount
	28831	001-4011-6720.000	1,562.50	0.00	1,562.50

Check Register Report

Date: 07/12/2016

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Page: 15

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																																							
				Check Amount	1,562.50																																																							
39931	06/27/2016	10385 Printed	MCE CORPORATION PARKS & FACILITY MAINTENANCE	21,431.23 0.00	21,431.23																																																							
				Check Amount	21,431.23																																																							
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28841</td> <td>001-4020-6720.000</td> <td>2,637.16</td> <td>0.00</td> <td>2,637.16</td> </tr> <tr> <td>28841</td> <td>001-4930-6724.000</td> <td>244.42</td> <td>0.00</td> <td>244.42</td> </tr> <tr> <td>28841</td> <td>001-4410-6720.000</td> <td>18,549.65</td> <td>0.00</td> <td>18,549.65</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28841	001-4020-6720.000	2,637.16	0.00	2,637.16	28841	001-4930-6724.000	244.42	0.00	244.42	28841	001-4410-6720.000	18,549.65	0.00	18,549.65																																			
Ref#	GL Number	Gross	Discount	Amount																																																								
28841	001-4020-6720.000	2,637.16	0.00	2,637.16																																																								
28841	001-4930-6724.000	244.42	0.00	244.42																																																								
28841	001-4410-6720.000	18,549.65	0.00	18,549.65																																																								
				Check Amount	21,431.23																																																							
39932	06/27/2016	10392 Printed	MINISTERIOS UNA VOZ PROFETICA REFUND - OVER CHARGED	50.00 0.00	50.00																																																							
				Check Amount	50.00																																																							
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28839</td> <td>001-0000-4910.000</td> <td>50.00</td> <td>0.00</td> <td>50.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28839	001-0000-4910.000	50.00	0.00	50.00																																													
Ref#	GL Number	Gross	Discount	Amount																																																								
28839	001-0000-4910.000	50.00	0.00	50.00																																																								
				Check Amount	50.00																																																							
39933	06/27/2016	0069-2 Printed	SIEMENS INDUSTRY, INC. TRAFFIC SIGNAL RESPONSE	12,920.07 0.00	12,920.07																																																							
				Check Amount	12,920.07																																																							
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28821</td> <td>201-4420-6771.000</td> <td>674.61</td> <td>0.00</td> <td>674.61</td> </tr> <tr> <td>28822</td> <td>201-4420-6771.000</td> <td>633.40</td> <td>0.00</td> <td>633.40</td> </tr> <tr> <td>28823</td> <td>350-4430-6775.000</td> <td>783.25</td> <td>0.00</td> <td>783.25</td> </tr> <tr> <td>28824</td> <td>350-4430-6775.000</td> <td>2,780.77</td> <td>0.00</td> <td>2,780.77</td> </tr> <tr> <td>28825</td> <td>350-4430-6775.000</td> <td>796.24</td> <td>0.00</td> <td>796.24</td> </tr> <tr> <td>28826</td> <td>350-4430-6775.000</td> <td>3,201.39</td> <td>0.00</td> <td>3,201.39</td> </tr> <tr> <td>28827</td> <td>201-4420-6771.000</td> <td>674.61</td> <td>0.00</td> <td>674.61</td> </tr> <tr> <td>28828</td> <td>201-4420-6771.000</td> <td>140.18</td> <td>0.00</td> <td>140.18</td> </tr> <tr> <td>28829</td> <td>350-4430-6775.000</td> <td>783.25</td> <td>0.00</td> <td>783.25</td> </tr> <tr> <td>28830</td> <td>350-4430-6775.000</td> <td>2,452.37</td> <td>0.00</td> <td>2,452.37</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28821	201-4420-6771.000	674.61	0.00	674.61	28822	201-4420-6771.000	633.40	0.00	633.40	28823	350-4430-6775.000	783.25	0.00	783.25	28824	350-4430-6775.000	2,780.77	0.00	2,780.77	28825	350-4430-6775.000	796.24	0.00	796.24	28826	350-4430-6775.000	3,201.39	0.00	3,201.39	28827	201-4420-6771.000	674.61	0.00	674.61	28828	201-4420-6771.000	140.18	0.00	140.18	28829	350-4430-6775.000	783.25	0.00	783.25	28830	350-4430-6775.000	2,452.37	0.00	2,452.37
Ref#	GL Number	Gross	Discount	Amount																																																								
28821	201-4420-6771.000	674.61	0.00	674.61																																																								
28822	201-4420-6771.000	633.40	0.00	633.40																																																								
28823	350-4430-6775.000	783.25	0.00	783.25																																																								
28824	350-4430-6775.000	2,780.77	0.00	2,780.77																																																								
28825	350-4430-6775.000	796.24	0.00	796.24																																																								
28826	350-4430-6775.000	3,201.39	0.00	3,201.39																																																								
28827	201-4420-6771.000	674.61	0.00	674.61																																																								
28828	201-4420-6771.000	140.18	0.00	140.18																																																								
28829	350-4430-6775.000	783.25	0.00	783.25																																																								
28830	350-4430-6775.000	2,452.37	0.00	2,452.37																																																								
				Check Amount	12,920.07																																																							
39934	06/27/2016	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILL MAY 1- JUN 10	8,595.96 0.00	8,595.96																																																							
				Check Amount	8,595.96																																																							
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28809</td> <td>001-4020-6318.000</td> <td>2,168.05</td> <td>0.00</td> <td>2,168.05</td> </tr> <tr> <td>28809</td> <td>350-4430-6318.000</td> <td>6,245.35</td> <td>0.00</td> <td>6,245.35</td> </tr> <tr> <td>28809</td> <td>201-4420-6318.000</td> <td>182.56</td> <td>0.00</td> <td>182.56</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28809	001-4020-6318.000	2,168.05	0.00	2,168.05	28809	350-4430-6318.000	6,245.35	0.00	6,245.35	28809	201-4420-6318.000	182.56	0.00	182.56																																			
Ref#	GL Number	Gross	Discount	Amount																																																								
28809	001-4020-6318.000	2,168.05	0.00	2,168.05																																																								
28809	350-4430-6318.000	6,245.35	0.00	6,245.35																																																								
28809	201-4420-6318.000	182.56	0.00	182.56																																																								
				Check Amount	8,595.96																																																							
39935	06/27/2016	0071 Printed	THE GAS COMPANY NATURAL GAS - 4835 CLARA STR	142.23 0.00	142.23																																																							
				Check Amount	142.23																																																							
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28812</td> <td>001-4020-6380.000</td> <td>34.26</td> <td>0.00</td> <td>34.26</td> </tr> <tr> <td>28813</td> <td>001-4020-6380.000</td> <td>48.74</td> <td>0.00</td> <td>48.74</td> </tr> <tr> <td>28814</td> <td>001-4020-6380.000</td> <td>59.23</td> <td>0.00</td> <td>59.23</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28812	001-4020-6380.000	34.26	0.00	34.26	28813	001-4020-6380.000	48.74	0.00	48.74	28814	001-4020-6380.000	59.23	0.00	59.23																																			
Ref#	GL Number	Gross	Discount	Amount																																																								
28812	001-4020-6380.000	34.26	0.00	34.26																																																								
28813	001-4020-6380.000	48.74	0.00	48.74																																																								
28814	001-4020-6380.000	59.23	0.00	59.23																																																								
				Check Amount	142.23																																																							
39936	06/27/2016	9991 Printed	TRANSTECH ENGINEERING, INC. CUDAHY HSIP CYCLE 6	36,856.04 0.00	36,856.04																																																							
				Check Amount	36,856.04																																																							
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28832</td> <td>001-4212-6720.000</td> <td>800.54</td> <td>0.00</td> <td>800.54</td> </tr> <tr> <td>28833</td> <td>251-7084-6725.000</td> <td>1,750.00</td> <td>0.00</td> <td>1,750.00</td> </tr> <tr> <td>28834</td> <td>251-7084-6725.000</td> <td>70.00</td> <td>0.00</td> <td>70.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	28832	001-4212-6720.000	800.54	0.00	800.54	28833	251-7084-6725.000	1,750.00	0.00	1,750.00	28834	251-7084-6725.000	70.00	0.00	70.00																																			
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28832	001-4212-6720.000	800.54	0.00	800.54																																																								
28833	251-7084-6725.000	1,750.00	0.00	1,750.00																																																								
28834	251-7084-6725.000	70.00	0.00	70.00																																																								

Check Register Report

Date: 07/12/2016

Time: 10:09 am

Page: 16

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
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28835	235-7088-6725.000			2,402.50	0.00	2,402.50
28836	235-7088-6725.000			13,715.00	0.00	13,715.00
28837	235-7087-6725.000			11,228.00	0.00	11,228.00
28838	235-7087-6725.000			6,890.00	0.00	6,890.00

Check Amount 36,856.04

39937	06/27/2016	9951 Printed	WILLDAN CITY ENGINEERING SERVICES	1,750.00	0.00	1,750.00
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Ref#	GL Number	Gross	Discount	Amount
28819	001-4212-6720.000	280.00	0.00	280.00
28820	001-4216-6745.000	1,470.00	0.00	1,470.00

Check Amount 1,750.00

Total Checks:	116	Bank Total(excluding void checks):	1,984,531.59
Total Checks:	116	Grand Total(excluding void checks):	1,984,531.59

CITY OF CUDAHY

Payroll Warrants including payroll taxes and insurance premiums:

	June 9, 2016	June 23, 2016
Issued Warrants Number	21191 - 21245	21246 - 21292
Voided Warrants		
Issued Warrants Amount	\$ 4,294.35	\$ 5,707.60
Direct Deposits (a)	48,061.83	46,831.85
CalPERS Direct Deposit (b)	28,144.74	
CalPERS Direct Deposit (c)	12,481.05	
Payroll taxes (d)	8,687.77	8,816.52
Total Amount	\$ 101,669.74	\$ 61,355.97
Note (a) - Employess / Council Members / Commissioners		
Note (b) - Payments for CalPERS medical insurance		
Note (c) - Payments for CalPERS retirement contributions		
Note (d) - Federal and State payroll taxes		

CITY OF CUDAHY
Cash and Investment Report by Fund June 2016

	July 1, 2015	Inflow YTD	Outflow YTD	June 30, 2016	Receipts June 2016	Disbursements June 2016
001 General Fund	4,202,673.02	6,761,281.30	8,772,979.87	2,190,974.45	325,945.76	982,379.89
040 Drug Assets Seizure Fund	33,463.81	1,722.16	6,781.55	28,404.42	-	593.52
201 State Gas Tax	1,155,209.38	541,509.29	682,923.05	1,013,795.62	87,986.55	50,331.51
235 Other Grants	-	39,835.73	136,919.82	(97,084.09)	4,163.81	35,855.96
240 Prop 1 B - Local Street Improv.	426,851.03	648.13	346,204.26	81,294.90	-	-
251 Prop C	303,022.72	392,824.60	361,790.16	334,057.16	37,619.48	8,588.58
252 Prop A	528,808.59	462,932.88	82,824.90	908,916.57	42,828.00	4,021.96
253 Measure R	674,025.63	273,365.81	120,962.18	826,429.26	26,713.75	-
255 TDA	21,297.00	12,557.00	33,854.00	-	-	12,557.00
257 AQMD	39,132.03	24,100.83	13,851.88	49,380.98	7,944.34	1,154.24
260 Used Oil	13,582.26	33.51	6,927.00	6,688.77	-	-
261 California Beverage Container	6,723.30	6,662.69	718.75	12,667.24	-	-
265 Recycling Grant	14,223.41	43.49	-	14,266.90	-	-
270 C.O.P.S	183,838.19	115,039.59	216,945.23	81,932.55	-	5,638.39
280 County Park Bond	(149,084.19)	294,166.03	286,580.55	(141,498.71)	-	234,543.16
300 CAL Home	73,368.33	5,235.97	416.00	78,188.30	-	-
350 Street Lighting Fund	54,101.62	99,667.57	119,147.91	34,621.28	132.44	17,042.62
510 CDBG	(106,618.99)	412,260.08	1,007,598.84	(701,957.75)	13,107.32	716,981.27
515 Federal STPL	357,690.30	1,093.78	-	358,784.08	-	-
610 Successor Agency	2,376,586.79	3,530,305.36	3,177,134.77	2,729,757.38	1,927,686.62	20,088.85
710 Youth Foundation	29,230.04	17,329.10	26,655.51	19,903.63	6,562.50	7,882.50
720 Senior's Account	132.80	-	-	132.80	-	-
730 Refuse Assessment	-	417,535.32	417,535.32	-	-	51,463.94
	<u>10,238,257.07</u>	<u>13,410,150.22</u>	<u>15,818,751.55</u>	<u>7,829,655.74</u>	<u>2,480,690.57</u>	<u>2,149,123.39</u>
LAIF- CITY	7,170,945.82	19,673.66	3,000,000.00	4,190,619.48		500,000.00
Wells Fargo	3,067,311.31	13,390,476.56	12,818,751.55	3,639,036.32	2,480,690.57	1,649,123.39
TOTAL	<u>10,238,257.13</u>	<u>13,410,150.22</u>	<u>15,818,751.55</u>	<u>7,829,655.80</u>	<u>2,480,690.57</u>	<u>2,149,123.39</u>

Total cash disbursements per June Demand and Payroll Reports

AP disbursements	1,984,531.59
Payroll - June 9, 2016	101,669.74
Payroll - June 23, 2016	61,355.97
Sub-Total	<u>2,147,557.30</u>
Add: Total Bank charges in June 2016	1,185.52
Add: Credit card charges - fuel for generator	380.57
Total Cash Disbursements per June Cash & Investment Report	<u>2,149,123.39</u>

City of Cudahy
Summary of Cash Receipt/Disbursement by Month - FY2016

Date	All Funds	
	Cash Receipts	Disbursement
July 2015	651,411.83	1,996,824.31
August 2015	525,809.71	973,057.65
September 2015	504,739.49	2,693,637.62 (a)
October 2015	599,209.59	1,187,642.72 (b)
November 2015	464,591.70	448,241.85
December 2015	883,280.28	797,438.37
January 2016	3,138,818.68 (c)	871,057.28
February 2016	492,967.94	1,065,702.72 (d)
March 2016	560,306.20	1,939,730.16 (e)
April 2016	841,051.02	336,223.53
May 2016	1,847,293.02 (f)	941,137.76
June 2016	2,480,690.57 (g)	2,149,123.39 (h)
Total:	12,990,170.03	15,399,817.36

Note (a) - ROPS payment included

Note (b) - Contractual and a few months of legal fees included

Note (c) - ROPS distribution from County and bi-annual motor-vehicle-in-lieu included

Note (d) - COPS grant, parks and street projects, pass through refuse, and escrow for transferred property included

Note (e) - Debt Service payment, COPS grant, parks and street projects, and pass through refuse included

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

Note (g) - ROPS distribution from County included

Note (h) - Project payments for Lugo park soccer field/restroom, 2 MCE park maintenance, and HSIP payments included

Date	General Fund	
	Cash Receipts	Disbursement
July 2015	455,232.07	1,686,307.48 (1)
August 2015	310,212.35	649,764.75
September 2015	277,503.64	225,393.34
October 2015	337,348.57	987,241.29 (2)
November 2015	294,929.56	308,263.96
December 2015	286,534.34	638,641.20
January 2016	1,625,390.61 (3)	588,632.42
February 2016	286,457.60	625,466.38
March 2016	235,029.60	1,061,934.47 (4)
April 2016	492,584.94	262,684.12
May 2016	1,608,371.97 (5)	645,979.26
June 2016	325,945.76	982,379.89 (6)
Total:	6,535,541.01	8,662,688.56
Average Per Month:	544,628.42	721,890.71

Note (1) - June checks not mailed until July, 2 sheriff payments, MIC, City liab. & workers comp insurance, and PERS unfunded liab. included

Note (2) - two sheriff payments and a few months of legal fees included

Note (3) - bi-annual motor-vehicle-in-lieu included

Note (4) - two sheriff payments, two months of legal fees, and audit fees included

Note (5) - bi-annual motor-vehicle-in lieu included

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

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

Note (a) - ROPS distribution from County included

Note (b) - ROPS payment included

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

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

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

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Item Number 10B

STAFF REPORT

Date: August 8, 2016
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Approval of the Local Agency Investment Fund (LAIF) for the Month of June 2016**

RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of June 2016 in the amount of \$4,190,619.48.

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 June 1, 2016, the balance in LAIF was \$4,690,619.48 (See Attachment).
4. On June 30, 2016, the balance in LAIF was \$4,190,619.48 (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 June 2016, 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 June 2016 LAIF, the LAIF ending balance of \$4,190,619.48 June be relied upon when determining whether or not there are sufficient funds available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

FINANCIAL IMPACT

None

ATTACHMENT

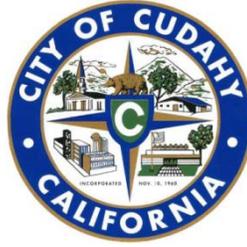
Local Agency Investment Fund (LAIF) Balance

LOCAL AGENCY INVESTMENT FUND

General Account - City #98-19-225

Beginning Balance as of:	June 01, 2016	\$4,690,619.48
Ending Balance as of	June 30, 2016	\$4,190,619.48 =====

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Item Number 10C

STAFF REPORT

Date: August 8, 2016

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

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

Subject: **Adoption of Proposed Resolution for Continuing Appropriation Under the Approved Fiscal Year (FY) 2015-16 City Budget for FY 2016-17 That Includes New Projects or Programs**

RECOMMENDATION

The City Council is requested to adopt a proposed resolution for Continuing Appropriations for Fiscal Year (FY) 2015-16 pending adoption of the FY 2016-17 City Budget that permits spending on projects that have been approved by the City Council that were not originally budgeted in the FY 2015-16 City Budget.

BACKGROUND

1. On June 29, 2015, the City Council adopted Resolution No. 15-30 that adopted the FY 2015-16 City Budget.
2. On May 2, 2016, the City Council received and filed the FY 2015-16 Mid-Year City Budget Review and adopted Resolution No. 16-17 amending the FY 2015-16 City Budget.
3. On May 16, 2016, the City Manager met with the City Council to review the Strategic Plan Outline that the City Council had adopted into actionable items to carry out the direction / vision of the City Council.
4. On May 27, 2016, City Council approved an Agreement to admit the City as a Trade Member to California Cities for Self-Reliance Joint Powers Authority (JPA Authority).

5. On June 6, 2016, a Special Study Session was held to preview the City Budget for FY 2016-17 and to request direction from the City Council as to the amount of fund balance reserve expected at June 30, 2017.
6. On June 13, 2016, City Council approved a Professional Services Agreement (PSA) with CBRE, Inc. to provide advisory services involving potential development of parcels of land subject to the City of Cudahy as Successor Agency's Long-Range Property Management Plan (LRPMP).
7. On June 30, 2016, City Council adopted Resolution No. 16-22 which authorized continued expenditures under the FY 2015-16 City Budget.
8. On July 25, 2016, City Council approved a PSA with St. Barnabas Senior Services (SBSS) to hire a part-time Case Manager to provide enhanced senior services at the Cudahy Senior Center.

ANALYSIS

The annual City Budget is usually presented for approval by June 30th of each year, however, due to the change in priorities of the strategic plan, as well as increased costs beyond the control of the City, the approval of the final budget will not take place until after June 30, 2016. Per the Cudahy Municipal Code a City Budget is needed in order for warrants to be drawn and paid by the City. The absence of a budget requires the auditing of payroll and vendor disbursements by the City Council prior to their issuance.

The City Council recently adopted Resolution No. 16-22 which allows the City to operate based upon approved items in the FY 2015-16 City Budget. Under the adopted continuing appropriation resolution no new programs or projects can be funded until the City Council approves the FY 2016-17 City Budget. Since approval of Resolution No. 16-22 new spending programs have been approved by the City Council while the next fiscal year City Budget has not been approved.

This proposed resolution would allow the City to make payments related to: the City being admitted as a Trade Member in the JPA Authority (\$25,000 for FY 2015-16 membership and \$30,000 for FY 2016-17 membership); pay for advisory services involving potential development of parcels of land subject to the LRPMP (up to \$50,000); and pay for part-time case management services (\$50,000) for seniors.

CONCLUSION

Staff recommends adoption of the proposed resolution to have proper authorization to continue processing payroll and making payments of certain invoices on a timely basis and to avoid service and interest charges allowing the City to operate with the previous year's budget. The proposed resolution would also allow the City to implement projects and programs that have been approved in FY 2016-17 by the City Council but were not budgeted for in FY 2015-16.

FINANCIAL IMPACT

All new expenditures will appear in the FY 2016-17 City Budget. The fiscal impact to the City's General Fund will be \$134,750 and the Community Development Block Grant Fund will have \$20,300 in new program expenditures not previously reflected in the FY 2015-16 City Budget.

ATTACHMENT

Proposed Resolution authorizing continued expenditures, including new projects or programs, under the Fiscal Year 2015-2016 operating budget

RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA AUTHORIZING CONTINUED EXPENDITURES, INCLUDING NEW PROJECTS OR PROGRAMS, UNDER THE APPROVED FISCAL YEAR 2015-2016 OPERATING BUDGET PENDING FINAL APPROVAL OF THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Cudahy (“City”) needs an operating budget to function financially and the City Manager is required to submit a proposed annual budget to the City Council under the Cudahy Municipal Code; and

WHEREAS, the Cudahy Municipal Code structures the City’s processing of warrants and payment of demands based upon the adoption of an annual budget, and the City relies upon a budget to continue making payments to vendors and processing other City expenditures in a timely basis with proper authorization; and

WHEREAS, the City Council has a properly approved budget for fiscal year 2015-2016; and

WHEREAS, the City wishes to authorize continued expenditures under the approved fiscal year 2015-2016 budget pending adoption of the fiscal year 2016-2017 budget.

WHEREAS, the City Council previously adopted Resolution No. 16-22 on June 30, 2016, to authorize continued expenditures under the fiscal year 2015-2016 City Budget pending the adoption of the fiscal year 2016-2017 budget by or before September 12, 2016; and

WHEREAS, the City wishes to authorize continued expenditures under the approved fiscal year 2015-2016 budget pending adoption of the fiscal year 2016-2017 budget by or before the updated deadline date of October 31, 2016, at either a regular or special meeting of the City Council.

WHEREAS, the City wishes to authorize new program or project expenditures in FY 2016-17 under the continuing appropriation of the fiscal year 2015-2016 budget pending adoption of the fiscal year 2016-2017 budget. These new programs and/or projects relate to the City being admitted as a Trade Member in the California Cities for Self-Reliance Joint Powers Authority (JPA Authority), advisory services involving potential development of parcels of land subject to the Long-Range Property Management Plan (LRPMP), and part-time case management services for seniors.

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

SECTION 1. The recitals set forth above are true and correct and incorporated into the body of this Resolution by this reference.

SECTION 2. The City hereby continues the fiscal year 2015-2016 budget pending adoption of the fiscal year 2016-2017 budget by the City Council. This authority extends to normal and usual operations and resultant expenditures and does not authorize any expenditure for new

programs or projects except as a continuation of those authorized in the fiscal year 2015-2016 budget or the programs and projects listed in Section 3

SECTION 3. The City Council hereby authorizes expenditure for new programs or projects that will be included in the FY 2016-17 budget for up to \$134,750 in the General Fund and \$20,300 in the Community Development Block Grant Fund. New programs or projects are limited to those new projects, programs, or professional services agreements approved by the City Council between May 27, 2016 to July 25, 2016.

SECTION 4. City Manager, acting in consultation with the Finance Director, is hereby directed and authorized to make normal and necessary expenditures as may be necessary to keep the City in continuous operation between July 1, 2016 and the adoption of the fiscal year 2016-2017 budget by or before October 31, 2016, at either a regular or special meeting of the City Council.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council and shall supersede Resolution No. 16-22. The Interim Deputy 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 8th day of August 2016.

Baru Sanchez
Mayor

ATTEST:

Richard Iglesias,
Deputy City Clerk

CERTIFICATION

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

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 16-xx was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the Deputy City Clerk at a special meeting of said Council held on the 8th day of August 2016, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Iglesias
Deputy City Clerk



Item Number 10D

STAFF REPORT

Date: August 8, 2016
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Michael Allen, Community Development Manager
Subject: **Approval of a Master Agreement of the Community Development Block Grant (CDBG) Master Contract with Dapeer, Rosenblit, Litvak, LLP. (DRL) for Prosecution Services**

RECOMMENDATION

The City Council is requested to approve the Community Development Block Grant (CDBG) Master Contract with Dapeer, Rosenblit, Litvak, LLP (DRL) for prosecution services for three years, and two one-year options to extend, in an amount not-to-exceed \$50,000 each year, funded by CDBG.

BACKGROUND

1. On March 5, 2013, the City entered into a Master Agreement with DRL for City Prosecution Services, set to expire June 30, 2014.
2. On June 3, 2014, City Council approved a First Amendment to the Master Agreement with DRL for a one year extension, from July 1, 2014 to June 30, 2015.
3. On October 21, 2014, City Council approved a one-time allocation of \$25,000 for the preparation of zoning code amendments to be completed by the City Prosecutor's office.
4. On January 20, 2015, the City Council allocated \$175,000 towards CDBG project, Code Enforcement for Fiscal Year (FY) 2015 – 16.

5. On May 19, 2015, City Council approved a Second Amendment to the Master Agreement with DRL for a one-year extension, from July 1, 2015 to June 30, 2016.
6. On January 11, 2016, City Council allocated \$121,123 towards CDBG project Code Enforcement for FY 2016 – 17.
7. On May, 23, 2016, City staff published a Request for Proposals (RFP) in the Long Beach Telegram soliciting proposals to provide ongoing prosecution services to be funded by CDBG.
8. On June 30, 2016, the Second Amendment to the Master Agreement for City Prosecution Services expired.
9. On June 13, 2016, City staff received one proposal in response to the RFP by DRL.

ANALYSIS

As part of the City's participation in the US Housing and Urban Development (HUD) CDBG program, which is administered by the Los Angeles County Community Development Commission (CDC), the City receives a yearly allocation of funds towards the implementation of a variety of projects. The City's CDBG funded projects include the Code Enforcement Program, which utilizes the services of a City Prosecutor. The City's Code Enforcement Program performs enforcement of municipal and other government codes as they pertain to property maintenance and zoning ordinances. Code Enforcement activities include the evaluation and enforcement of housing standards, land use, illegal construction, and related health and safety problems are.

The scope of services for City Prosecution Services includes investigation and prosecution of violations of City ordinances. Additionally, services include reviewing police or other City reports and request for criminal prosecution, making determinations on whether to file a criminal complaint, preparing and serving complaints, representing City at arraignments, interviewing witnesses, performing necessary legal research in connection with prosecution, recommending changes and amendments to Cudahy Municipal Code to facilitate enforcement and advising department directors and managers and law enforcement personnel on criminal procedures. Currently all services aforementioned herein have been provided to meet and exceed the City's expectations.

As required by CDBG funding regulations, the City advertised the RFP from May 23, 2016 – June 13, 2016 for city prosecution services. In response to the RFP, the City received one proposal from DRL. This proposal contained the required format and documents, determining that DRL was a "responsive bidder." The selection committee evaluated the proposal, based upon staff analysis, the proposal was found to be \$10/hour less than the 2013 Master Agreement with DRL. The scope of work approach is relevant to the City's prosecution needs for Code Enforcement.

Additionally, DRL has provided continuous service since 2013 and has been a strong asset to the City's Code Enforcement Program. DRL actively advises on open cases, mitigates cases which may result in future prosecution, and strategizes future municipal code modifications to best suit the needs of the City.

Of note, DRL has reputedly represented over 50 cities throughout Southern California with over 30 years of code enforcement experience and drafting and writing ordinances. Their specialty knowledge, familiarity in the industry, and experience in developing cost effective means of obtaining compliance with the City's laws, makes DRL the preferred law firm to provide City Prosecution Services. Additionally, DRL has established a positive working relationship with City staff since 2013.

The proposal submitted by DRL received an average score of 91.3% from the evaluation committee. As a result, staff is recommending approval of the Master Agreement with DRL.

Additionally, although not part of the CDBG Master Contract Agreement, DRL is concurrently working on an array of municipal code amendments including:

- 1) Crime Free Multi Family Housing initiative;
- 2) Neighborhood Watch initiative; and
- 3) Graffiti Prevention initiative.

CONCLUSION

If approved by City Council, the new Master Agreement with DRL will commence August 8, 2016 and expire August 7, 2019, with two one-year options to extend no later than August 7, 2021.

FINANCIAL IMPACT

The Master Agreement is set not-to-exceed \$50,000 each year and will be funded by CDBG. The City Council approved an allocation of \$121,123 in CDBG funds towards the implementation of a Code Enforcement Program at the January 11, 2016 City Council meeting.

ATTACHMENTS

- A. Request for Proposals
- B. Scoring Rubric Summary
- C. Dapeer, Rosenblit, Litvak, LLP Proposal
- D. CDBG Master Agreement for Prosecution Services



REQUEST FOR PROPOSAL
MUNICIPAL PROSECUTION AND
CODE ENFORCEMENT SERVICES

May 23, 2016

CITY OF CUDAHY
REQUEST FOR PROPOSAL
MUNICIPAL PROSECUTION AND CODE ENFORCEMENT SERVICES

I. Introduction

The City of Cudahy is seeking a statement of qualifications and proposals from qualified lawyers and law firms to provide prosecution services, on an as-needed basis. The scope of work, proposal format, submittal guidelines, and evaluation and selection process are described in this Request for Proposal ("RFP").

II. Background

Cudahy is located in Southeast Los Angeles County, next to the L.A. River. The City was incorporated on November 10, 1960 and named after its founder, meat-packing baron Michael Cudahy, who purchased the land known as Rancho San Antonio in 1908 for development. Cudahy is 1.1 square miles with a current population of 25,870. The City is a general law city and operates under the council-manager form of government.

As part of its renewed focus toward building a thorough and efficient Code Enforcement Program, The City of Cudahy will consider proposals for City Prosecution Services for Code Enforcement. The Cudahy Code Enforcement Program is 100% CDBG funded.

The Code Enforcement Division enforces a broad range of public health and safety regulations including housing, zoning, health, environmental, public nuisance, and other safety codes that are designed to maintain a healthy, safe and clean environment, carry out land use policy, and preserves the quality of life standards that residents and businesses enjoy in our community. Blight and nuisances can devalue, detract, and degrade the quality of any neighborhood.

The City of Cudahy may enter into a professional services agreement with the selected firm. The length of the agreement will be for a two-year term with an option to renew the contract for up to two (2) additional one-year terms.

III. Scope of Work and Requirements

The City's Community Development Department is primarily responsible for code enforcement at the administrative level. Enforcement of Cudahy Municipal Code ensures the continued practice of the City's zoning, health and safety standards, and the elimination of blight conditions. The City seeks qualified firms and practitioners to provide the following services, as needed, and in coordination with the appropriate staff.

A. Scope of Services:

- 1) With City direction, responsible for prosecuting all municipal code violations including notice to appear citations. This includes setting up court dates for the purpose of arraignment or hearing.
- 2) Investigate and advise staff regarding open code enforcement cases.
- 3) Conduct office conferences and send notices of violation.
- 4) Prepare, file and prosecute criminal cases (misdemeanor and infractions).
- 5) Prepare, file and prosecute civil injunction and nuisance abatement cases.
- 6) Consult with Code Enforcement Officers, City Staff and City Attorney regarding code compliance program and implementation of City's code enforcement policies.

B. Requirements:

- 1) Member in good standing with the California Bar
- 2) Have a reputation for reliability, honesty and integrity; maintain professional liability insurance
- 3) Minimum of 5 years experience in prosecuting code enforcement cases
- 4) Have no conflicts of interests within the meaning of the Political Reform Act, common law conflicts or Government Code section 1090.

IV. Proposal Format and Content

A. Provide detailed qualifications of the proposed individual(s) for providing legal services that include but are not limited to the following:

- 1) Legal training and years of practice including date of admittance to the California Bar
- 2) Years of municipal or other local public sector law practice
- 3) Knowledge of and experience with California municipal law, criminal (misdemeanor and infraction) or other relevant public sector experience
- 4) Relevant clientele represented and years representing each
- 5) Litigation experience with examples
- 6) Knowledge and practice of law relating to land use and planning, building code violations, and nuisance abatement
- 7) Office location and accessibility to the City
- 8) Provide a minimum of three professional references
- 9) Scholastic honors publications and professional affiliations

B. Cost Proposal

- 1) Firm's Rate Schedule, including hourly or fixed-rate for cases.
- 2) Firm's total cost to perform the work in its entirety including a breakdown of the costs for any and all reimbursable costs such as travel costs, mailing costs, fax, electronic research and any other direct or indirect costs associated with performing the required services.

C. Any additional information the Consultant deems appropriate.

V. Submittal Guidelines

Proposals shall be submitted to the address below:

Michael Allen
Community Development Manager
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Three (3) printed copies of the proposal are required to be mailed or hand delivered to the address indicated above on or before the submittal deadline as stated in Section VI. Any inquiries related to the RFP should be directed to Michael Allen at (323) 773-5143, ext. 242 or emailed to mallen@cityofcudahyca.gov.

VI. RFP Schedule

Distribution of RFP: May 23, 2016

Submittal deadline: June 13, 2016 at 4:00 p.m.

Proposals are evaluated: June 14-16, 2016

City Staff interviews top proposers (if needed): June 16, 2016

City Staff determines successful proposer: June 16, 2016

Finalize Agreement with successful proposer: June 23, 2016

Contract subject to Council approval: June 17, 2016

If approved, contract effective date: July 1, 2016

VII. Evaluation and Selection Process

Any contract and assignments resulting from this RFP will be made on an as-needed basis in response to a specific matter or matters. The Proposer rated to be the most responsive and responsible to all specified requirements in a quality and cost-effective manner may be awarded a contract. Proposals will be evaluated utilizing the following criteria:

- Background and experience of the Consultant in conducting similar work
- Ability to complete the work in a timely manner
- Accessibility and Availability
- Cost
- References

As part of the evaluation process, the City of Cudahy may conduct interviews with those Consultants whose proposal most closely matches the requirements of the RFP. Upon completion of the evaluation process, the most qualified Proposer will be contacted to finalize the Scope of Work and related terms of a professional services agreement. A draft agreement is attached. The approved contract will be subject to Council approval. The City of Cudahy reserves the right to reject any and all proposals should it be deemed in its best interest to do so.

VIII. General Terms and Conditions

Clarification of Information

The City reserves the right to request clarification of information submitted and to request additional information from any Proposer.

Proposal Validity

The Proposer's pricing shall be valid for a minimum of 90 days.

Proposal Acceptance

The City reserves the right to accept all or a portion of the Proposer's proposal. The City reserves the right to offer the award to the overall best Proposer or split the award amongst multiple Proposers.

Proposal Preparation Costs

The City shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to the RFP.

Withdrawal of Proposal before Closing

Any Proposer may request the withdrawal of their submitted proposal, either in person, by telephone, or written request, at any time prior to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, City of Cudahy will consider the Proposer's proposal null and void. Withdrawal of Proposer's proposal will not prejudice Proposer's re-submittal for this or any future proposal(s).

Interpretation of Documents

During the proposal solicitation period should a Proposer find discrepancies or omissions in the specifications of the RFP or should the Proposer be in doubt as to their interpretation, the Proposer shall immediately notify the Director of Community Development. Should it be found necessary, an addendum will be sent to all Proposers. Any addenda shall form a part of this solicitation and shall become a part of the submitted proposal.

Public Record

Upon award, the results of the RFP process will become available. Be advised that all information contained in proposals submitted in response to this solicitation shall be subject to the California Public Records Act (government Code Section 6250 et seq.), and information use and disclosure are governed by this act.

Liens

The Proposer shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Proposer on account of said product/services to be furnished as a result of the RFP and that may be secured by any lien against the City of Cudahy. The Proposer shall fully discharge such lien no later than the time of performance of the obligation.

Federal, State and Local Laws

The Proposer and all sub-contractors shall comply with all applicable federal, state and local laws, rules, and regulations.

Contract Document

The contract resulting from acceptance of a proposal by the City shall be in a form supplied and approved by the City. (See attached draft contract.)

Date: 6/30/14

Proposer: Dapeer Rosenblit Litvak LLP

Rubric for Evaluating Proposals

Project: CODE ENFORCEMENT PROSECTUION SERVICES

Reviewer: J. Hernandez

There are a number of specific proposal elements described on the Project RFP. Some of these elements have compound parts and so have multiple rubric items associated with them. In addition there is an overall evaluation item. Each item can earn a numeric score according to the descriptor that most appropriately fits the item. Note that some items are weighted.

Experience and Performance (50 Points)		Comments
Score	Item	
10 /10	Submittals and Format 0 – Did not follow format. 4 – Followed format but is missing Cover letter and or executive summary. 6 – Followed format but submitted insufficient number of copies and or missing digital copy. 10 – RFP responses followed the required format, submittal of the appropriate amount of originals along with a cover letter.	Proposer has met the req. format
14 /15	Approach to the scope of work 0 – No narrative is provided. 7 – Narrative indicating understanding of what is being requested by RFP discussed only in general terms. 15 – Fully provided project narrative including the work to accomplish and noting work items that normally will be accomplished under this request but not a part of this RFP.	Scope of work is very relevant to the City's current prosecution needs for Code Enf.
5 /5	Description of the individual consultant or firm (location, history, background with respect to environmental documents, projects etc., number of employees, contact information, overall capabilities, areas of expertise, experience and training) 0 – No description	

	<p>3 – Provides partial description 5 – Provides full description</p> <p>Firm's Relative Experience 0 – Not provided 4 – Description of project discussed in general terms only. 6 – Full description of similar projects but missing client names. 10 – Described projects of similar scope, including client names, scope of project, and extent of public involvement.</p> <p>Qualification of Firm 0 – Not provided 4 – Qualification of firm discussed in general terms only 6 – Provided capabilities and qualification but missing resumes and/or a list of similar projects. 10 – Provided ability to perform work, capabilities, qualifications, experience, current work load, record of meeting schedules on similar services, resumes for proposed staff, and a list of similar projects (clients) proposed project manager.</p>	<p>Firm has extensive exp. w/ public agencies in the area of prosecution services.</p> <p>30+ years Code Enf. Exp. Does not list all staff / only lead Attorneys</p>
10/10		
8/10		
Ability to complete work in a timely manner and references (25 points)		
	<p>Work Plan / Methodology 0 – Not provided 2 – Work plan / methodology described in general terms only. 5 – Provided approach in completing tasks, expected deliverables, list of primary office, chart matching names of key personnel and/or sub-consultants involved. Fully described concept/schematics plan and how it will be presented to approving bodies (Planning Commission/City Council) and provide a timeline for production of documents.</p> <p>Proposed Staffing and Project Team 0 – Not provided 3 – Organizational chart provided but missing an assigned project manager or main contact. 5 – Provided organizational chart with firm's staff and sub-consultant team and includes the assigned project manager and individuals authorized to contract on behalf of the firm.</p> <p>References and Project Descriptions 0 – None Listed 4 – References only listed 6 – References listed and project descriptions included 10 – References listed and project descriptions are clear and relate to current scope of work</p> <p>Other Information to include: Education, experience, identify key personnel, statement that key personnel will be available for the duration of the scope of services and that no key personnel shall be removed or replaced without prior written</p>	<p>No org. chart List names of head attorney's and # of supporting staff</p> <p>Does not list projects specific to references, but does give examples of types of cases resolved. Cases are relevant to city's prosecution needs</p>
4/5		
3/5		
8/10		

5 / 5	<p>notification. Provide details of any litigation the firm or any subsidiaries or affiliates have had in the past 5 years. Provide schedule identifying key milestones.</p> <p>0 - Not provided 2 - Provided but lacks details. 5 - Provided in full</p>	<p>Benchmarks not required as part of requested RFQ format indicated in RFP Packet. Examples listed and very relevant to needed services</p>
Cost/Value to City (and/or applicants) (25 points)		
15 / 15	<p>Hourly Rate / Fee Schedule</p> <p>0 - Not provided 7 - Provided but does not include all staff. 15 - Hourly rates/fee schedule of all staff levels anticipated to match the scope of services tasks and work including timeline provided in full.</p>	<p>Information requested in RFP packet has been provided in format requested.</p>
10 / 10	<p>Insurance</p> <p>0 - Not provided / missing and or not current. 10 - Provided a copy of firm's current insurance certificates</p>	<p>The Insurance Cert. not required for submit that through RFP Packet. Subsequent to contract award insurance docs should be provided.</p>
<p>Point Total:</p> <p>07 / 100</p>	<p>Overall Evaluation</p> <p><input type="checkbox"/> Incomplete, reject <input type="checkbox"/> Incomplete, revise and resubmit (if no other responses are sufficient) <input checked="" type="checkbox"/> Recommend accept as is * Reg. Ins. Doc's subsequent to contract award</p>	

Date: July 7, 2016

Proposer: Dwyer Rosenblatt Link US

Rubric for Evaluating Proposals

Project: CODE ENFORCEMENT PROSECTUION SERVICES

Reviewer: M. Torres

There are a number of specific proposal elements described on the Project RFP. Some of these elements have compound parts and so have multiple rubric items associated with them. In addition there is an overall evaluation item. Each item can earn a numeric score according to the descriptor that most appropriately fits the item. Note that some items are weighted.

Experience and Performance (50 Points)		
Score	Item	Comments
10 / 10	Submittals and Format 0 – Did not follow format. 4 – Followed format but is missing Cover letter and or executive summary. 6 – Followed format but submitted insufficient number of copies and or missing digital copy. 10 – RFP responses followed the required format, submittal of the appropriate amount of originals along with a cover letter.	- format ✓
14 / 15	Approach to the scope of work 0 – No narrative is provided. 7 – Narrative indicating understanding of what is being requested by RFP discussed only in general terms. 15 – Fully provided project narrative including the work to accomplish and noting work items that normally will be accomplished under this request but not a part of this RFP.	Has experience working w/ City of Cudahy
4 / 5	Description of the individual consultant or firm (location, history, background with respect to environmental documents, projects etc., number of employees, contact information, overall capabilities, areas of expertise, experience and training) 0 – No description	

	<p>3 – Provides partial description 5 – Provides full description</p> <p>Firm's Relative Experience</p> <p>0 – Not provided 4 – Description of project discussed in general terms only. 6 – Full description of similar projects but missing client names. 10 – Described projects of similar scope, including client names, scope of project, and extent of public involvement.</p> <p>Qualification of Firm</p> <p>0 – Not provided 4 – Qualification of firm discussed in general terms only 6 – Provided capabilities and qualification but missing resumes and/or a list of similar projects. 10 – Provided ability to perform work, capabilities, qualifications, experience, current work load, record of meeting schedules on similar services, resumes for proposed staff, and a list of similar projects (clients) proposed project manager. <i>(Does not specify)</i></p>	
10/10		<i>qualified experienced</i>
<i>Ability to complete work in a timely manner and references (25 points)</i>		
4/15	<p>Work Plan / Methodology</p> <p>0 – Not provided 2 – Work plan / methodology described in general terms only. 5 – Provided approach in completing tasks, expected deliverables, list of primary office, chart matching names of key personnel and/or sub-consultants involved. Fully described concept/schematics plan and how it will be presented to approving bodies (Planning Commission/City Council) and provide a timeline for production of documents.</p> <p>Proposed Staffing and Project Team</p> <p>0 – Not provided 3 – Organizational chart provided but missing an assigned project manager or main contact. 5 – Provided organizational chart with firm's staff and sub-consultant team and includes the assigned project manager and individuals authorized to contract on behalf of the firm.</p> <p>References and Project Descriptions</p> <p>0 – None Listed 4 – References only listed 6 – References listed and project descriptions included 10 – References listed and project descriptions are clear and relate to current scope of work</p> <p>Other Information to include: Education, experience, identify key personnel, statement that key personnel will be available for the duration of the scope of services and that no key personnel shall be removed or replaced without prior written</p>	
3/15		<i>Does not specify staff person or organizational chart</i>
6/10		<i>No examples of work cases resolved or prosecuted.</i>

5/15	<p>notification. Provide details of any litigation the firm or any subsidiaries or affiliates have had in the past 5 years. Provide schedule identifying key milestones.</p> <p>0 - Not provided 2 - Provided but lacks details. 5 - Provided in full</p>	not required in RFP
Cost/Value to City (and/or applicants) (25 points)		
15/15	<p>Hourly Rate / Fee Schedule</p> <p>0 - Not provided 7 - Provided but does not include all staff. 15 - Hourly rates/fee schedule of all staff levels anticipated to match the scope of services tasks and work including timeline provided in full.</p>	not provided
10/10	<p>Insurance</p> <p>0 - Not provided / missing and or not current. 10 - Provided a copy of firm's current insurance certificates</p>	not provided has was not specified in RFP but will be required
<p>Point Total:</p> <p>93 <hr/> 100</p>	<p>Overall Evaluation</p> <p><input type="checkbox"/> Incomplete, reject <input type="checkbox"/> Incomplete, revise and resubmit (if no other responses are sufficient) <input checked="" type="checkbox"/> Recommend accept as is</p>	<p>4</p> <p>11</p>

Date: _____

Proposer: Daniel Rosenblum

Rubric for Evaluating Proposals

Project: CODE ENFORCEMENT PROSECTUION SERVICES

Reviewer: C. Narasimhan

There are a number of specific proposal elements described on the Project RFP. Some of these elements have compound parts and so have multiple rubric items associated with them. In addition there is an overall evaluation item. Each item can earn a numeric score according to the descriptor that most appropriately fits the item. Note that some items are weighted.

Experience and Performance (50 Points)		Comments
Score	Item	
10/10	Submittals and Format 0 – Did not follow format. 4 – Followed format but is missing Cover letter and or executive summary. 6 – Followed format but submitted insufficient number of copies and or missing digital copy. 10 – RFP responses followed the required format, submittal of the appropriate amount of originals along with a cover letter.	
13/15	Approach to the scope of work 0 – No narrative is provided. 7 – Narrative indicating understanding of what is being requested by RFP discussed only in general terms. 15 – Fully provided project narrative including the work to accomplish and noting work items that normally will be accomplished under this request but not a part of this RFP.	
10/15	Description of the individual consultant or firm (location, history, background with respect to environmental documents, projects etc., number of employees, contact information, overall capabilities, areas of expertise, experience and training) 0 – No description	

	<p>3 – Provides partial description 5 - Provides full description</p> <p>Firm's Relative Experience 0- Not provided 4 – Description of project discussed in general terms only. 6 – Full description of similar projects but missing client names. 10 – Described projects of similar scope, including client names, scope of project, and extent of public involvement.</p> <p>Qualification of Firm 0 – Not provided 4 – Qualification of firm discussed in general terms only 6 – Provided capabilities and qualification but missing resumes and/or a list of similar projects. 10 – Provided ability to perform work, capabilities, qualifications, experience, current work load, record of meeting schedules on similar services, resumes for proposed staff, and a list of similar projects (clients) proposed project manager.</p>	
9/10		
9/10		
Ability to complete work in a timely manner and references (2.5 points)		
	<p>Work Plan / Methodology 0 – Not provided 2 – Work plan / methodology described in general terms only. 5 – Provided approach in completing tasks, expected deliverables, list of primary office, chart matching names of key personnel and/or sub-consultants involved. Fully described concept/schematics plan and how it will be presented to approving bodies (Planning Commission/City Council) and provide a timeline for production of documents.</p> <p>Proposed Staffing and Project Team 0 – Not provided 3 – Organizational chart provided but missing an assigned project manager or main contact. 5 – Provided organizational chart with firm's staff and sub-consultant team and includes the assigned project manager and individuals authorized to contract on behalf of the firm.</p> <p>References and Project Descriptions 0 – None Listed 4 – References only listed 6 – References listed and project descriptions included 10 – References listed and project descriptions are clear and relate to current scope of work</p> <p>Other information to include: Education, experience, identify key personnel, statement that key personnel will be available for the duration of the scope of services and that no key personnel shall be removed or replaced without prior written</p>	
11/5		
11/5		
8/10		

5/5 5	notification. Provide details of any litigation the firm or any subsidiaries or affiliates have had in the past 5 years. Provide schedule identifying key milestones. 0 - Not provided 2 - Provided but lacks details. 5 - Provided in full	
Cost/Value to City (and/or applicants) (25 points)		
15/15	Hourly Rate / Fee Schedule 0 - Not provided 7 - Provided but does not include all staff. 15 - Hourly rates/fee schedule of all staff levels anticipated to match the scope of services tasks and work including timeline provided in full.	
7/10	Insurance 0 - Not provided / missing and or not current. 10 - Provided a copy of firm's current insurance certificates	INSURANCE WAS NOT ASKED, BUT WILL REQUIRE TO SUBMIT IF AWARDED.
Point Total: 89 /100	Overall Evaluation <input type="checkbox"/> Incomplete, reject <input type="checkbox"/> Incomplete, revise and resubmit (if no other responses are sufficient) <input type="checkbox"/> Recommend accept as is	

DAPEER ROSENBLIT LITVAK LLP
L A W Y E R S

WILLIAM LITVAK*
STEVEN H. ROSENBLIT
KENNETH B. DAPEER
JAMES C. ECKART
ANITA ZUCKERMAN
PATRICIA H. FITZGERALD
NORMA COPADO WELLS
CAROLINE K. CASTILLO
ADESSA ANDERSON
BRANDON A. SANCHEZ

*MANAGING PARTNER

WEST LOS ANGELES OFFICE
1500 W. OLYMPIC BLVD., SUITE 550
LOS ANGELES, CA 90064-1524
TELEPHONE (310) 477-5575
FACSIMILE (310) 477-7090

WRITER'S EMAIL
WLITVAK@DRLLAW.COM

June 13, 2016

Via Hand Delivered

City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Attn: Michael Allen, Director of Community Development

Re: Proposal to Provide Code Enforcement and Prosecution Services

Dear Mr. Allen:

Our firm submits this letter, along with the accompanying Proposal and Statement of References for your consideration.

A summary of important points about our firm is as follows:

- Public law practice limited to enforcement of all municipal codes. Excellent relationship with city attorneys.
- Over thirty (30) years of code enforcement experience while representing over fifty (50) cities/agencies spanning six (6) counties.
- Full range of pre-litigation services designed to obtain code compliance as soon as possible with the conservation of attorney's fees and other city resources. Our firm excels in obtaining results without resorting to court actions. We are very successful in achieving a city's objectives if litigation is necessary.
- Recovery of delinquent business taxes exceeding \$4,000,000 from business operators on behalf of our clients. Recovered over \$400,000 in Transient Occupancy Taxes.
- Over thirty (30) years experience in drafting and revising ordinances on behalf of our clients, including regulations pertaining to Technical (Building, Electrical, Plumbing and Mechanical) Codes, Fire Codes, Property Maintenance Codes, Business License Codes, Regulatory Permit Codes, Health & Safety Codes, and Zoning Codes.

• Extensive background as instructors regarding code enforcement and nuisance abatement procedures at local and State levels, as well as cost recovery issues

° No monthly retainer. Proposed hourly rates for all attorneys are as follows:

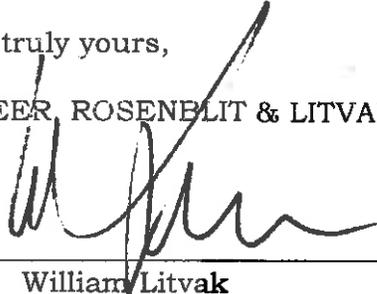
- General code enforcement/criminal services: \$175.00 an hour;
- Amendments to the municipal code: \$190.00 an hour;
- Administrative Proceedings: \$215.00 an hour.
- Civil litigation services and appeals: \$215.00 an hour.

We welcome the opportunity to discuss our proposal with you and to address any specific questions or comments that you may have.

Very truly yours,

DAPEER ROSENLIT & LITVAK, LLP

By



William Litvak

Encls.

Cc: James Eckart



DAPEER ROSENBLIT LITVAK, LLP

- Protecting Communities Since 1979 -

**PROPOSAL TO PROVIDE
CODE ENFORCEMENT ATTORNEY / CITY PROSECUTOR
SERVICES**

**TO
THE CITY OF CUDAHY**

DAPEER ROSENBLIT LITVAK, LLP

- Protecting Communities Since 1979 -

PROPOSAL – CODE ENFORCEMENT SERVICES

Section 1 Firm History

1.1 The firm (hereafter “DRL”) consists of ten (10) dedicated Code Enforcement specialist lead by Kenneth B. Dapeer, Steven H. Rosenblit, William Litvak and James Eckart. The firm is “AV” rated by Martindale-Hubbell (their highest rating). All attorneys are licensed by the State of California. Seasoned support staff also assist the attorneys.

1.2 Messrs. Dapeer and Rosenblit have served as city prosecutors since 1979. William Litvak joined the firm in 1989. James Eckart started with DRL in 1999 after leaving the Los Angeles County District Attorney’s Office, and became a partner in 2006. The firm has provided services to over fifty (50) cities/agencies in six (6) counties as hereafter described.

1.3 DRL has also acted as educators in the field of code enforcement as follows:

- Workshops with city councils, commissions and staffs.
- Guest speaker for the Independent Cities Association.
- Instructor for the Southern California Association of Code Enforcement Officials (“S.C.A.C.E.O”).
- Instructor for the California Code Enforcement Council (“C.C.E.C.”).
- Lecturer - L.A. County Fire Department/Fire Prevention.
- Lecturer - San Diego County Fire Chief’s Association.
- Lecturer - Artesia, Baldwin Park and Montebello Crime Free Multi-Housing Programs.
- Lecturer – California Building Officials (“CALBO”).
- Lecturer - L.A. County Housing Program.

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PROPOSAL – CODE ENFORCEMENT SERVICES

- Lecturer – League of California Cities (City Attorney Division)
- Lecturer – Code Enforcement Officer Resource Exchange (“CORE”)
- Presenter – League of California Cities: City Attorneys Department, on the topic: “Anatomy of a Successful Criminal Code Enforcement Prosecution.”

Section 2 Overview

2.1 DRL’s philosophy and commitment are to obtain voluntary code compliance whenever possible. The arts of persuasion and diplomacy are utilized with great success to achieve this objective and to either avoid or conclude litigation. However, when communication alone is insufficient to resolve a problem, our firm can utilize various remedies to obtain compliance with the law. These include administrative actions, criminal prosecution and/or civil litigation (for nuisance abatement injunctive orders and, where appropriate, receivers). Local and state codes are utilized to effectively and efficiently cause abatement of prohibited activities and conditions. The following is a sample of state remedies used:

- Code of Civil Procedure, Section 731 [Abatement of Public Nuisance by a city].
- Business & Professions Code, Sections 17203 [Appointment of a Receiver] and 17206 (a) [Imposition of Civil Penalties] for a landlord’s maintenance of property maintenance and technical code violations (i.e., an unlawful business practice that constitutes unfair business competition).
- Health & Safety Code Section 17980.1 (c) [Appointment of Receivers for Dwellings When an Agency’s Abatement Orders are Ignored].

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PROPOSAL – CODE ENFORCEMENT SERVICES

- Health & Safety Code Section 11570 [Abatement of Narcotic Nuisances in Dwellings].
- Government Code Section 38773.5 (a) and Civil Code Section 3496 [Recovery of Attorney’s Fees] when appropriate.

2.2 DRL adapts to each city’s code enforcement program and regards itself as a “team player.”

2.3 DRL is typically asked to provide the following services:

- Oversee investigations, analyze legal issues and make recommendations for effective enforcement programs and solutions for particular cases.
- Issue “compliance letters” to violators who have ignored staff notices of violations.
- Conduct compliance conferences with violators at City Hall.
- Obtain inspection warrants from a court when consent to enter private property is refused and abatement warrants when city personnel or agents elect to abate a public nuisance.
- Prosecute violators (whether actions are commenced by citation or complaint) to obtain court-imposed conditions of probation that achieve code compliance.
- Initiate probation violation hearings for code violations that are in disregard of conditions of probation.

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PROPOSAL – CODE ENFORCEMENT SERVICES

- Initiate civil actions to preclude nuisances and other illicit activities. This extends to almost any type of prohibited condition or activity since municipal codes provide that any violation thereof is unlawful and a public nuisance.
- Seek the appointment of a receiver to oversee and cause the abatement of nuisance and unlawful conditions.
- Provide comments to staff regarding proposed conditions to permits and licenses, particularly when future code compliance is of concern.
- At the request of the city attorney, represent staff at administrative proceedings to declare and abate a public nuisance and for the revocation of a permit or license.
- Review existing and proposed ordinances for code enforcement issues.
- Upon request, provide training to staff-persons to promote effective code enforcement procedures. Topics may include review and analysis of frequently used codes, proper inspections of code violations, the selection of the best remedy, report writing, techniques for eliciting prompt voluntary compliance and testimony in court.

2.4 DRL seeks the recovery of staff investigative and other recoverable costs in obtaining code compliance as part of the disposition of court cases. Depending on the size of the code enforcement program, this can amount to substantial sums per year.

2.5 Kenneth B. Dapeer would be the firm’s designated attorney for your city. The services of other partners and associates would be utilized as needed.

Section 3 Qualifications and Experience

3.1 DRL brings over thirty (30) years of code enforcement experience, and the resulting wisdom and sound judgment, to each client. This enables the firm to expeditiously resolve routine and complex code enforcement cases and to reduce the need for, and duration of, litigation. Attorney’s fees are thus substantially conserved. DRL has successfully prosecuted thousands of violators since 1979 and achieved the clients’ objectives (including code compliance, payment of criminal fines and city costs, as well as deterrence against repeat violations).

3.2 DRL’s experience is also demonstrated by effective communication and advocacy. In our contact with the public, we cultivate a sense of civic responsibility so that persons do not violate municipal codes in the first place and, should this occur, they voluntarily and promptly fulfill their legal obligations. The firm discharges its responsibilities to each city by:

- Promptly returning telephone calls and responding to staff questions or assignments.
- Counseling each client on the best remedy or solution to a code enforcement problem.
- Providing staff with copies of our communications to violators or their attorneys. This includes written updates regarding court appearances and other case developments.
- Always discussing options to resolve a case with staff before acting on same.
- Providing clients with a periodic case summary.

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- Identifying possible civil ramifications in a code enforcement matter and promptly reporting same to the city attorney.
- Advising each client on the need for new legislation or the amendment of existing ordinances with regard to code enforcement matters.

3.3 DRL has represented the following municipal/county clients:

Artesia	Agoura Hills	Baldwin Park
Barstow	Benecia	Bellflower
Bell	Bell Gardens	Beverly Hills
Calabasas	Carson	Cerritos
City of Big Bear Lake	Compton	Commerce
Colma	Costa Mesa	Covina
Diamond Bar	Downey	Hawaiian Gardens
Hemet	Hesperia	Huntington Park
Irwindale	La Cañada Flintridge	La Habra Heights
Lake Elsinore	Lancaster	Los Alamitos
Lomita	Lynwood	Malibu
Maywood	Montclair	Montebello
Monterey Park	Monrovia	Norwalk
Norco	Orange County	Pacific
Palmdale	Pleasant Hill	Pomona
San Bruno	San Dimas	San Fernando
San Juan Capistrano	San Marino	Sierra Madre
South Gate	South El Monte	Temple City
Town of Apple Valley	Vista	Walnut
Westlake Village	West Hollywood	

3.4 DRL has successfully resolved thousands of cases involving the following matters:

- Illegal garage conversions, room additions, structural hazards, alterations or other construction without all required permits and approvals.

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- Unpermitted conversion/expansion of tenant dwellings, garages and other structures.
- Actions in disregard of stop work orders.
- Maintenance of unsafe buildings.
- Hazardous excavations and embankments. Grading without all required reports, permits and approvals.

Zoning Codes

- Improper uses in all residential, commercial and other zones.
- Violations of conditional use permits, temporary use permits, variances and site plan approvals.
- Illegal outdoor storage.
- The use of illegal screening or fencing materials.
- The display of signs without permits or which are otherwise illegal.
- The establishment or intensification of a use on property without submitting to a site plan or other review process.
- Unlawful medical marijuana dispensaries.

Fire Codes

- Overcrowding in places of public assembly.
- Failure to install or maintain department approved fire alarms systems and/or sprinklers in commercial structures.
- Maintaining obstructions to fire doors & fire apparatus.
- Improper storage of flammable substances and the maintenance of other fire hazards.

Property Maintenance & Health Codes

- Maintaining structures in a state of disrepair or deterioration.
- Maintaining unsanitary premises.
- Accumulations of junk, trash, debris and discarded items or inoperable vehicles in yard areas.
- Overgrown vegetation.

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- Prohibited outdoor storage.

Specially Regulated Activities

- Activities by fortune-tellers, dance halls/club operators, junk dealers, arcade operators, private security operators, motel operators, masseurs, escort services and valet operators without the required permits, or in violation of conditions thereof.
- Illegal activities by taxi operators, refuse haulers and bus bench providers.
- Activities without special event and/or entertainment permits.

License and Tax Codes

- Unlicensed business operations.
- Non-compliant hotel operators.
- Failure to pay delinquent business taxes or transient occupancy taxes and penalties.
- Illegal home occupations.

Miscellaneous Matters

- Working with police/sheriff agencies to abate narcotic and red light nuisance violations.
- Police citations for noise disturbances, illegal peddling, drinking in public, aggressive panhandling, illegal use of public property and vicious dog bite cases.
- Representing staff in administrative proceedings involving tax issues, nuisance abatement actions, permit revocations and appeals.
- Defending cities in mandamus proceedings in the superior court.
- Representing appellants and respondents in governmental and private party appeals.
- Formulating or revising code enforcement programs.

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- Assisting task force programs (police, fire, building planning, county health and state agencies) to reduce crime and related Housing and Building Code violations.
- Overseeing “sting” operations by police/sheriff personnel regarding motel operators and illegal massage parlors.
- Presenting cases to district attorneys for possible state code misdemeanor and felony offenses.
- Prosecuting injunctive actions in the superior court to abate continuing public nuisances.
- Prosecuting related state code misdemeanor offenses with district attorney approval pursuant to Government Code, Section 41803.5, if asked to do so by a city.
- Implementing cost recovery programs.
- Analyzing ordinances, or proposed amendments thereto, for code enforcement issues. Such reviews have been undertaken for most regulations in municipal codes [including but not limited to Technical (Building, Electrical, Plumbing and Mechanical) Codes, Fire Codes, Property Maintenance Codes, Business License Codes, Regulatory Permit Codes, Health & Safety Codes, and Zoning Codes].
-

3.5 The following results also indicate the breadth of the firm’s experience in the field of code enforcement:

- Illegal hospital/medical facilities were closed.
- Illegally operated massage parlors were closed.
- Illegally operated marijuana dispensaries were closed.
- An unlicensed and unpermitted tattoo parlor was closed.
- Our firm successfully defended a lawsuit to overturn a city’s closure of two massage parlors.

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- A property owner demolished a structurally unsafe apartment building, by reason of a successfully negotiated plea agreement.
- Delinquent transient occupancy taxes exceeding \$400,000 have been recovered from delinquent hotel operators.
- Delinquent business taxes exceeding \$4,000,000 have been recovered from business operators.

Section 4 Proposed Fees and Costs

4.1 A monthly retainer is not requested. The firm proposes the following hourly rates:

- General code enforcement/criminal services (including preparation of compliance letters, office conferences, obtaining warrants, preparation of documents and court appearances relating to actual or potential criminal prosecution): \$175.00 per hour;
- Drafting/review of amendments to the municipal code: \$190.00 an hour;
- Administrative proceedings before the Planning Commission, City Council, or an appointed hearing officer: \$215.00 an hour;
- Civil litigation services and appeals: \$215.00 an hour.

4.3 Miscellaneous Costs

- Attorney Service Charges – As incurred (our cost) for service of arraignment notices, the filing of pleadings in court and the procurement of public records from governmental agencies or court reporters, when needed, for a particular case.
- Commercial Data Base Providers – Our firm is often asked by staff to conduct public record searches (via DSL lines) to identify property owners or the form of business operations, as well as to locate violators. Non-lawyer staff time is billed at the

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rate of \$15.00 for each request/search, in addition to the actual charges of the service provider, which are passed through to the city at cost. It should be noted that these providers are not utilized if staff provides the firm with the needed information to carry out a particular assignment.

- On-Line Legal Research Charges – As incurred.
- Copier charges - .20 cents/page; Faxes - .25 cents/page.
- Postage – As incurred.
- Extraordinary expenses, with prior city approval for:
 - Any third party expert witness or consulting fee.
 - Any court reporter or transcript fees.
 - Any exhibit preparation or photograph expense.

Section 5 Contact Information

William Litvak
Dapeer, Rosenblit Litvak LLP
11500 W. Olympic Boulevard
Suite 550
West Los Angeles, California 90064
Tel: (310) 477-5575
Fax: (310) 477-7090
E-Mail: wlitvak@drllaw.com

Dated: June 13, 2016



William Litvak

DAPEER ROSENBLIT LITVAK LLP

STATEMENT OF REFERENCES

CITY MANAGERS

John Schaefer, City Manager (626) 300-0781
San Marino City Hall
2200 Huntington Drive
San Marino, California 91108

Michael J. Egan, City Manager (562) 929-5700
Norwalk City Hall
12700 Norwalk Blvd.
Norwalk, CA 90650

Edward Starr, City Manager (909) 635-9474
Montclair City Hall
5111 Benito Street
Montclair, CA 91763

Jose E. Pulido, Temple City Manager (626) 285-2171
Temple City
9701 Las Tunas Dr.
Temple City, CA 91780

DEPARTMENT HEADS AND STAFF

*Agoura Hills City Hall
30001 Ladyface Court
Agoura Hills, CA 91301*

Doug Hooper (818) 597-7342
A/Director Planning & Community Development

Amir (Ali) Hamizadeh, Building Official (818) 597-7332

Mike Gonzales, Code Enforcement Officer (818) 597-7335

*Barstow City Hall
220 East Mountain View Street, Suite A
Barstow, CA 92311*

Mary Willbond, Code Enforcement Supervisor (760) 255-5190

*Bellflower City Hall
16600 Civic Center Drive
Bellflower, CA 90706*

David Fawcett, Community Development Inspector (562) 804-1424, ext. 2284

*Beverly Hills City Hall
455 N. Rexford Dr.
Beverly Hills, CA 90210*

George Chavez (310) 285-1155
Deputy Director of Building & Safety
Chief Building Official

Nestor Otazu, Code Enforcement Manager (310) 285-1173

*Calabasas City Hall
100 Civic Center Way
Calabasas, CA 91302*

Maureen Tamuri, Community Development Director (818) 244-1701

Sparky Cohen, Building Official (818) 224-1722

*Cerritos City Hall
18125 S. Bloomfield Avenue
Cerritos, California 90703*

Clarence Stephens, Zoning Enforcement Officer (562) 860-0311

*City of Big Bear Lake – City Hall
39707 Big Bear Blvd.
P.O. Box 10000
Big Bear Lake, CA 92315*

Phil Mosley, Director of Community Services (909) 866-5831

*Downey City Hall
11111 Brookshire Avenue
Downey, CA 90241*

William Davis, City Planner (562) 904-7154
Chief Carl Charles, Downey Police Department (562) 861-0771

*Monrovia City Hall
415 S. Ivy Ave.
Monrovia, CA 91016*

Encarnacion (Chon) Cervantes, Building Official (626) 932-5527
Sheila Spicer-Batice (626) 932-5586
Neighborhood & Business Services Supervisor

*Montclair City Hall
5111 Benito Street
Montclair, CA 91763-2808*

Steve Lustro, Community Development Director (909) 625-9431

*Norco City Hall
2870 Clark Avenue
Norco CA 92860*

Ken Swank, Code Enforcement Supervisor (951) 270-5684

*South Gate City Hall
8650 California Avenue
South Gate, CA 90280*

William Campana, Building Official (323) 563-9515
Ramona Trejo (323) 563-9520
Code Enforcement Supervisor



**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF CUDAHY
AND
DAPEER, ROSENBLIT & LITVAK LLP**

This agreement (the "Agreement") is entered this 1st day of July, 2016 by and between the City of Cudahy hereinafter called the ("CITY") and Dapeer, Rosenblit & Litvak LLP hereinafter called the "SUBRECIPIENT," located at 11500 W. Olympic Boulevard, Suite 550 Los Angeles, California 90064. For the purposes of this Agreement CITY and SUBRECIPIENT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or SUBRECIPIENT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and SUBRECIPIENT agree as follows:

WHEREAS, the CITY, as an entitlement recipient and grantee of the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant (CDBG) Program, seeks to enter into this Agreement with SUBRECIPIENT for the expenditure of CDBG funds in accordance with the Housing and Community Development Act of 1974, as amended, hereinafter called, the "Act"; and

WHEREAS, the SUBRECIPIENT had been selected by CITY to receive CDBG funds for its administration of eligible services, pursuant to the Act and CDGB regulations, as set forth in Title 24, Part 570 of Code of Federal Regulations ("CDBG Regulations"); and

WHEREAS, CITY and SUBRECIPIENT have duly executed this Agreement for the expenditure of such funds, as required under CDBG regulations for the provision of CDBG funds (24 C.F.R. 570.503(a)); and

NOW, THEREFORE, it is agreed between the Parties that:

I. SCOPE OF SERVICES

- A. The SUBRECIPIENT shall be responsible for administering the services set forth in the scope of services in **Exhibit "A,"** which is attached hereto and fully incorporated into this Agreement by this reference.
- B. CITY shall monitor the performance of the SUBRECIPIENT against the goals and performance standards required herein. Substandard performance, as determined by the CITY, will constitute non-compliance with this Agreement. If no action to correct such substandard performance is taken by SUBRECIPIENT within a reasonable amount of time after being notified by the CITY, contract suspension

or termination procedures will be initiated.

II. TIME OF PERFORMANCE

- A. This Agreement shall have a term of three (3) years commencing on July 1, 2016.
- B. Subsection II(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.

III. METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the CITY under this contract shall not exceed FIFTY THOUSAND DOLLARS (\$50,000) per annum.

Payments may be contingent upon certification of the SUBRECIPIENT's financial management systems in accordance with the standards specified in OMB Circular A-87, A-110, A-122, A-128, A-133, and applicable sections of 24 CFR parts 84 and 85.

IV. 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:

**DAPEER, ROSENBLIT &
LITVAK**

11500 W. Olympic Boulevard, Suite
550 Los Angeles, California 90064
c/o James Eckart
Phone: (310) 477-5575
Fax: (310) 477-7090

CITY:

City of Cudahy
c/o Michael Allen
5220 Santa Ana Street
Cudahy, CA 90201
Phone: (323) 773-85143

V. SPECIAL CONDITIONS

The SUBRECIPIENT agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the U.S. Department of Housing and Urban Development regulations concerning Community Development Block Grant (CDBG) and all federal regulations and policies issued pursuant to these regulations. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

VI. GENERAL CONDITIONS

A. General Compliance

The SUBRECIPIENT agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

B. Amendments

The CITY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make a specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the CITY's governing body. Such amendments shall not invalidate this Agreement, or relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, at its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the CITY and SUBRECIPIENT.

C. Suspension/Termination

In accordance with 24 CFR 85.43, either party may terminate this Agreement at any time given written notices to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date such as termination. Partial terminations of the Scope of Service in Section I, above, may only be undertaken with the prior approval of the CITY/AGENCY. In compliance with 24 CFR 85.44 and, in the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material reported by SUBRECIPIENT under this Agreement shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The CITY may also suspend or terminate this Agreement, in whole or in part, if SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and the CITY may declare the SUBRECIPIENT ineligible for any further participation in the CITY contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in compliance with any applicable rules or regulations, the CITY may withhold up to fifteen percent (15) of said contract funds until such time as the SUBRECIPIENT is found to be in compliance by the CITY/AGENCY, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standard

The SUBRECIPIENT agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with OMB Circular A-22, "Cost Principles for Non-Profit Organizations." Of A-21, "Cost Principles of Educational Institutions," as applicable; for all costs incurred whether charged on a direct or indirect basis.

B. Documents and Record-Keeping

1. Records to Be Maintained

The SUBRECIPIENT shall maintain all records by the Federal regulations specified in 24 CFR 570.506 and 24 CFR 84.53 and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and OMB Circular A-110; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later.

3. Client Data

The SUBRECIPIENT shall maintain real property inventory records which identify properties purchased, improves or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "Changes in Use" restrictions specified in 24 CFR 570.503(b)(8).

4. [Reserved]

5. National Objectives

The SUBRECIPIENT agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives: benefit low to moderate-income persons; aid in the prevention or elimination of slums or plight, and/or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

6. Close-Outs and Reversion of Assets

Per 24 CFR 570.503(a)(8), SUBRECIPIENT obligation to the CITY shall not end until close-out requirements are completed within 30 days after expiration of this Agreement. Activities during this close-out period shall include, but are limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income, balances, and receivable accounts to the CITY), and determining the custodianship of records.

7. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this agreement shall be made available to the CITY, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the CITY deems necessary, to audit, examine, and make

excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning SUBRECIPIENT audits.

C. Reporting and Payment Procedures

1. Budgets

The SUBRECIPIENT will submit a detailed contract budget of a form and content prescribed by the CITY for approval. The CITY and the SUBRECIPIENT may agree to revise the budget from time to time in accordance with existing CITY policies.

2. Program income

The SUBRECIPIENT shall report quarterly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the SUBRECIPIENT may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the end of the contract period. Any interest earned on cash advances from U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

3. Indirect Cost

If indirect costs are charges, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate CITY/AGENCY share of administrative costs and shall submit such plan to CITY/AGENCY for approval, prior to the execution of the contract.

4. Payment Procedures

The CITY will pay to the SUBRECIPIENT funds available under this contract based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and CITY/AGENCY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the

SUBRECIPIENT and not to exceed actual cash requirements. Payments will be adjusted by the CITY in accordance with advance fund and program income balances available in SUBRECIPIENT accounts. In addition, the CITY reserves the right to liquid funds available under this Agreement for costs incurred by CITY on behalf of SUBRECIPIENT.

D. Procurement

1. Compliance

The SUBRECIPIENT shall comply with current CITY policy concerning the purchase of equipment and shall maintain an inventory of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this contract.

2. OMB Standards

The SUBRECIPIENT shall procure materials in accordance with the requirements of Attached OMB Circular A-110, Procurement Standards, and shall subsequently follow Attached, Property Management Standards, covering utilization and disposal of property.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights/Compliance

The SUBRECIPIENT agrees to comply with all local and State civil laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1964 as amended, Section 109 of Title I of the Housing and Community Development Act 1974, Section 504 of Rehabilitation Act of 1973, the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Fair Housing Act, Executive Order 11063, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107, and with Executive Order 12372.

B. Non-Discrimination

The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to following: hiring, upgrading, demotion,

transfer, recruitment or recruitment advertising, layoff, termination, rates of pay of other forms of compensation, and selection for training including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

C. Section 504

The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, 929 U.S.C. 706 which prohibits discrimination against the handicapped in any federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

D. Conduct

1. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 85.36(b)(3), 24 CFR 84.42, and 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The SUBRECIPIENT further covenants that in the performance of this contract no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflicts of interest provisions apply to any person who is an employee, agent SUBRECIPIENT, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

2. Religious Organization

The SUBRECIPIENT agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

IX. INSURANCE

A. Prior to commencing work under this Agreement, SUBRECIPIENT shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. SUBRECIPIENT 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. SUBRECIPIENT 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 below. SUBRECIPIENT 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.

- B. The insurance requirements imposed under Section IX(A) shall be as follows:
1. Commercial General Liability Insurance: SUBRECIPIENT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 2. Automobile Liability Insurance: SUBRECIPIENT 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.
 3. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both SUBRECIPIENT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by SUBRECIPIENT in the course of carrying out the work contemplated in this Agreement.
 4. Property Insurance (All Risk Coverage) - \$1,000,000 Limit
 5. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, SUBRECIPIENT shall procure and maintain Errors and Omissions Liability Insurance appropriate to SUBRECIPIENT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

- C. ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the SUBRECIPIENT and SUBRECIPIENT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- D. REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the SUBRECIPIENT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- E. PRIMACY OF SUBRECIPIENT'S INSURANCE: All policies of insurance provided by SUBRECIPIENT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of SUBRECIPIENT's insurance and shall not contribute with it.
- F. WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit SUBRECIPIENT or SUBRECIPIENT's officers, employees, agents, subcontractors or SUBRECIPIENTs from waiving the right of subrogation prior to a loss. SUBRECIPIENT hereby waives all rights of subrogation against CITY.
- G. VERIFICATION OF COVERAGE: SUBRECIPIENT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Agreement is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents in the areas surrounding CITY. Accordingly, SUBRECIPIENT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Agreement on forms satisfactory to SUBRECIPIENT 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 CITY if requested.** All certificates of insurance and endorsements shall be received and approved by SUBRECIPIENT as a condition precedent to SUBRECIPIENT's commencement of any work under this Agreement. Upon CITY's written request, SUBRECIPIENT shall also provide CITY with certified copies of all required insurance policies and endorsements.

X. INDEMNIFICATION

- A. The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. SUBRECIPIENT acknowledges that CITY would not enter into this Agreement in the absence of SUBRECIPIENT's commitment to indemnify, defend and protect CITY as set forth herein.
- B. To the fullest extent permitted by law, SUBRECIPIENT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with SUBRECIPIENT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- C. CITY shall have the right to offset against the amount of any compensation due SUBRECIPIENT under this Agreement any amount due CITY from SUBRECIPIENT as a result of SUBRECIPIENT's failure to pay CITY promptly any indemnification arising under this Article and related to SUBRECIPIENT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- D. The obligations of SUBRECIPIENT under this Article will not be limited by the provisions of any workers' compensation act or similar act. SUBRECIPIENT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- E. SUBRECIPIENT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of SUBRECIPIENT in the performance of this Agreement. In the event SUBRECIPIENT fails to obtain such indemnity obligations from others as required herein, SUBRECIPIENT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of SUBRECIPIENT's subcontractors or any

other person or entity involved by, for, with or on behalf of SUBRECIPIENT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- F. CITY does not, and shall not, waive any rights that it may possess against SUBRECIPIENT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- G. This Section X 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.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY/AGENCY and the CONTRACTOR for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this Agreement. Failure to comply or act with respect to any section of the Agreement shall constitute a violation and material breach of contract upon which the CITY, through its City Manager or designee may immediately cancel, terminate or suspend this Agreement.

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

CITY OF CUDAHY

DAPEER, ROSENBLIT & LITVAK

By: _____
Jose Pulido
City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

EXHIBIT “A”: SCOPE OF WORK



Item Number 12A

STAFF REPORT

Date: August 8, 2016
To: Honorable Mayor/Chair and City Council/Agency Members
From: Richard Padilla, Assistant City Attorney
Subject: **Approval of Draft First Amendment to Extend City Manager's Employment Agreement with City along with Certain Other Amendments**

RECOMMENDATION

It is recommended that the City Council, following a Closed Session discussion on this matter, approve the Draft First Amendment to the City Manager's Employment Agreement, along with certain other amendments specifying the term of the extension, adjustments to the City Manager's annual base compensation, and the City Manager's work schedule. It is further recommended that the City Council move to go into Closed Session prior to taking up this matter.

BACKGROUND

1. On August 5, 2014, the City Council approved a Two Year Employment Agreement (i.e., August 11, 2014 to August 10, 2016) with Jose Pulido to serve as City Manager.
2. On December 14, 2015, the City Council created an Ad Hoc Committee composed of Mayor Sanchez and Vice Mayor Hernandez, which was tasked with formulating proposed amendments to the City Manager's existing contract, including an amendment to extend the term of the City Manager's contract, which is set to expire on its own terms effective Wednesday, August 10, 2016. The City Manager's existing Employment Agreement is attached as Attachment A.

ANALYSIS

Over the past few months, the Council Ad Hoc Committee (i.e., Mayor Sanchez and Vice Mayor Hernandez), in consultation with the City Attorney's Office, have formulated a set of proposed amendments which address the following areas: (a) the number of years by which the City Manager's contract should be extended; (b) the annual base compensation the City Manager should receive; and (c) the City Manager's work schedule. The Council Ad Hoc Committee's recommendations were shared with the City Council in Closed Session during the July 25, 2016, meeting.

Consistent with the Council Ad-Hoc Committee's recommendation to the City Council, the City Attorney's Office prepared a Draft First Amendment to the City Manager's Employment Agreement based on these recommendations. The Draft First Amendment to the City Manger's Employment Agreement will be presented to the City Council for review in Closed Session during the meeting of August 8, 2016, before the City Council takes an action on this matter in an Open Session.

After the Closed Session discussion on August 8, 2016, if the City Council is satisfied with the final form of the Draft First Amendment Employment Agreement and is prepared to take an action on this matter, the City Council needs to return to Open Session to consider approval of the Draft First Amendment document. As prescribed under the Government Code, prior to the City Council taking any action in Open Session, the City Attorney must make copies of the Draft First Amendment available to any interested member of the public. Interested members of the public will also be afforded an opportunity to comment on the matter before final action is taken by the City Council.

CONCLUSION

The current City Manager Employment Agreement is set to expire on August 10, 2016, hence it is recommended that City Council take an action to approve the Draft First Amendment to the City Manager's Employment Agreement, as recommended by the City Council Ad Hoc Committee.

ATTACHMENTS

Existing City Manager Contract



**EMPLOYMENT AGREEMENT
For the Position of
CITY MANAGER**

This Employment Agreement (“Agreement”) is made and entered into this 6th day of August, 2014, by and between the CITY OF CUDAHY (“CITY”), a California municipal corporation, and JOSE E. PULIDO (“PULIDO”), an individual, on the following terms and conditions:

RECITALS

A. CITY desires to employ the services of PULIDO as Manager of CITY (“City Manager”) as that position is generally described under Chapter 2.12 (City Manager) of the Cudahy Municipal Code; and

B. The City Council finds that PULIDO possesses the education, training, experience and expertise necessary to perform the duties of City Manager; and

C. PULIDO desires to accept employment as City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement; and

D. The City Council approved this Agreement and the execution of same in open session at its meeting of August 6, 2014 as required under Government Code section 53262.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, CITY and PULIDO agree as follows:

SECTION 1. Position, Duties and Term.

1.1 **Position.** PULIDO accepts employment with CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement.

1.2 **Commencement Date/Conditions of Employment.**

1.2.1 PULIDO shall commence the performance of his duties as the City Manager on August 11, 2014 (“Commencement Date”), subject to subsection 1.2.2 below.

1.2.2 PULIDO’s employment with the CITY is contingent upon PULIDO’s submitting to a general medical exam by a qualified physician selected by CITY prior to the Commencement Date. CITY and PULIDO shall receive a copy of all medical reports related to the examination.

1.3 Term; At-will.

1.3.1 The term of this Agreement (“Term”) shall commence upon the Commencement Date and shall expire on August 10, 2016. The foregoing notwithstanding, nothing in this Section shall operate to prohibit, modify or otherwise restrict the City Council’s ability to terminate PULIDO’s employment at any time for cause or for convenience without cause at any time prior to the expiration of the Term.

1.3.2 PULIDO’s employment with CITY shall be “at-will” pursuant to the provisions of *Government Code* § 36506. PULIDO’s employment shall be subject to the provisions of this Agreement and provisions applicable to the office of the City Manager contained in the City’s Municipal Code, as it may be amended from time to time. PULIDO acknowledges that he is an at-will employee of CITY who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. To the extent they conflict with his at-will status, the terms of the CITY’s personnel rules, policies, regulations, procedures, ordinances, and resolutions including, without limitation, CITY Personnel Policies, as they may be amended or supplemented from time to time, shall not apply to PULIDO, and nothing in this Agreement is intended to, or does, confer upon PULIDO any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 5 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of PULIDO as provided in Section 5 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of PULIDO to resign at any time from this position with CITY, subject only to the provisions set forth in Section 5 [Termination] of this Agreement.

1.4 **Duties.** PULIDO shall serve as the City Manager and shall be vested with the powers, duties and responsibilities set forth in Section 2.12.030 of the Cudahy Municipal Code, the terms of which are incorporated herein by reference, as may be amended from time to time. PULIDO shall provide service at the direction and under supervision of the City Council. It is the intent of the parties that the City Manager shall keep the City Council fully apprised of all significant ongoing operations of CITY. To that end, PULIDO shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide oral or written status reports to the City Council on his activities and those of CITY.

PULIDO’s duties as City Manager shall include, but are not limited to:

- a. Attending all meetings of the City Council, unless excused by the Mayor (or presiding officer if the Mayor is unavailable), and taking part in the

discussion of all matters before the City Council. The City Manager shall receive notice of all regular and special meetings of the City Council;

- b. Reviewing all agenda documents before preparing the agenda for any regular or special meetings of the City Council;
- c. Directing the work of all elective and appointive CITY officers, department directors, division managers and all CITY employees, except those that are directly appointed by or report directly to the City Council. The City Manager shall endeavor to implement changes that the City Manager believes will result in greater efficiency, economy, or improved public service in the administration of CITY affairs;
- d. Recommending to the City Council from time to time of the adoption of such measures as the City Manager may deem necessary or expedient for the health, safety, or welfare of the community or the improvement of administrative services;
- e. Conducting research in administrative practices in order to bring about greater efficiency and economy in CITY government and develop and recommend to the City Council long range plans to improve CITY operations and prepare for future CITY growth and development;
- f. Providing management training and developing leadership qualities among department heads and staff as necessary to build a CITY management team that can plan for and meet future changes; and
- g. Exercising control of CITY government in emergencies as authorized by the City's Municipal Code and California law.
- h. Duties as prescribed under Chapter 2.12 of the Cudahy Municipal Code, incorporated herein by reference, as it may be amended from time to time.

It is the intent of the City Council for the City Manager to function as the chief executive officer of the CITY's organization. Without additional compensation, PULIDO shall provide such other services as are customary and appropriate to the position of City Manager, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the CITY's Municipal Code and policies. PULIDO shall devote his best efforts and full-time attention to the performance of these duties. Notwithstanding PULIDO's duties as City Manager, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of the CITY in a manner consistent with the CITY's personnel rules, administrative policies and City Council policies.

1.5 Hours of Work. PULIDO shall devote the time necessary to adequately perform his duties as City Manager during the term of employment commencing August 11, 2014. At a minimum, PULIDO shall work eight (8) hours per day, five (5) days per week. PULIDO shall, to the extent reasonably practicable and excluding those days when PULIDO is taking vacation, sick or management leave, maintain an onsite presence at City Hall during each day City Hall is

open for regular business and shall make himself available to the City Council, CITY staff and members of the community during normal business hours for City Hall and for the performance of his duties and of CITY business. The position of City Manager shall be deemed an exempt position under state and federal wage and hour laws. PULIDO's compensation (whether salary or benefits or other allowances) is not based on hours worked and PULIDO shall not be entitled to any compensation for overtime.

1.6 Other Activity. In accordance with *Government Code* § 1126, during the period of his employment, PULIDO shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of PULIDO's duties as City Manager.

1.7 Residence. PULIDO shall not be required to reside within the territorial boundaries of the CITY. The foregoing notwithstanding, PULIDO shall maintain a permanent residence within a reasonable distance to the CITY so as to permit PULIDO travel to the CITY within one hundred twenty (120) minutes in the event of CITY emergencies.

1.8 Conflicts of Interest. PULIDO shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. PULIDO shall further refrain from developing a financial stake in any commercial venture or partnership with any entity doing business with the CITY where such financial stake would create a violation of *Government Code* section 1090. For and during the term of this Agreement and any extension term, PULIDO further agrees that except for a personal residence or residential property acquired or held for future use as his personal residence, PULIDO will not invest in any other real estate or property improvements within the corporate limits of the CITY without the prior consent of the City Council and subject to the restrictions of all applicable financial conflict of interest laws.

SECTION 2. Compensation. For the services to be provided pursuant to this Agreement, PULIDO shall receive the following compensation, subject to appropriate tax and governmental deductions:

2.1 Base Salary. PULIDO shall receive an annual salary of **One Hundred Eighty Thousand Dollars (\$180,000.00)** paid according to the payroll schedule in place for CITY employees paid bi-weekly.

2.2 Evaluation. At a time agreed upon by the City Council and PULIDO on or before August 11th each year, the City Council will review and evaluate the performance of PULIDO as City Manager and may use an experienced professional outside facilitator mutually agreed upon by the City Council and PULIDO to do so. No later than thirty (30) calendar days prior to August 11th, CITY shall send a Notice of Upcoming Evaluation to PULIDO so that

CITY and PULIDO may begin discussions regarding the date and contents of the upcoming evaluation review. The purpose of the review shall be to provide PULIDO with feedback on his performance, including the performance of the duties set forth in Section 1.4 above, progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs, and to identify areas requiring improvement and how such improvement may be accomplished. In conducting the performance evaluation and considering adjustments to PULIDO's compensation, the City Council may consider, among other things, PULIDO's:

- a. overall performance as City Manager, including leadership and management skills;
- b. professional ethics;
- c. progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs;
- d. involvement in local, regional, and statewide organizations beneficial to the CITY;
- e. the financial feasibility or desirability of authorizing any proposed adjustment to compensation in light of current and/or projected economic conditions, including whether the CITY is operating with a balanced budget;
- f. prevailing job market conditions and compensation trends; and
- g. such other factors as the City Council may find relevant.

The City Council shall at all times retain discretion to agree to or deny any proposed adjustment to PULIDO's compensation terms, notwithstanding the findings or determinations of any performance review. Failure of CITY to provide a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 5 [Termination].

2.3 Mutual Commitments.

2.3.1 Strategic Workshops

- a. The City Council and the City Manager will meet annually to review the CITY's existing Strategic Plan and/or set out goals and priorities for the City Manager to implement. This annual meeting shall occur between January 1st and February 28th of each year. For purposes of clarity, the City Council and the City Manager shall further establish a relative priority among those goals and objectives within the Strategic Plan.

2.4 **Benefits.**

2.4.1 Health Insurance.

Health Insurance: PULIDO shall receive health insurance benefits equivalent to all other non-represented CITY management employees, as those benefits may change from time to time. CITY shall pay one hundred percent (100%) of premiums for PULIDO and his family members.

Dental Insurance: PULIDO shall receive dental insurance benefits equivalent to all other non-represented CITY management employees as those benefits may change from time to time. CITY shall pay one hundred percent (100%) of premiums for PULIDO and his family members.

Vision Care: PULIDO shall receive vision benefits equivalent to all other non-represented CITY management employees as those benefits may change from time to time. CITY shall pay one hundred percent (100%) of premiums for PULIDO and his family members.

2.4.2 Long Term Disability.

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, PULIDO shall receive any and all employee long term disability program benefits otherwise accorded CITY's executive management employees, as prescribed as of the Effective Date of this Agreement and as those benefits may be changed from time to time.

2.4.3 Term Life Insurance.

CITY shall select and provide PULIDO with a policy of term life insurance and shall pay the entire cost of the life insurance premium during the Term of this Agreement or any extension term. During the Term of this Agreement, the death benefit payable on the life insurance policy shall be capped at the maximum sum of One Million Dollars (\$1,000,000.00). In the event of PULIDO's death during the Term of this Agreement, PULIDO's designated beneficiary shall receive one hundred percent (100%) of the death benefit payment.

2.4.4 Accidental Death & Dismemberment.

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, PULIDO shall receive any and all employee accidental death and dismemberment program benefits

otherwise accorded CITY's executive management employees, as prescribed as of the Effective Date of this Agreement and as those benefits may be changed from time to time.

2.5 Automobile Allowance. CITY recognizes that PULIDO's duties as City Manager may require extensive use of an automobile in the ordinary course of performing his duties as City Manager. Accordingly, CITY, as added compensation, shall provide PULIDO with an automobile allowance in the amount of Four Hundred Dollars (\$400.00) per month to assist PULIDO with the cost of using and operating his own private vehicle and to offset expenses such as gasoline, auto insurance, maintenance, repair and other automobile related costs and expenses. PULIDO shall be responsible for maintaining and paying for liability insurance as required by State law and for all operating, maintenance and repair costs of PULIDO's automobile and for any other automobile-related expenses in excess of the allowance set forth herein.

2.6 Business Related Equipment. CITY shall provide a cell phone and cover service costs and other personal data devices (e.g., iPad, computer, etc.) in so far as such items are necessary for the performance of CITY-related business and are in fact used for CITY business.

2.7 Business Expenses. Excluding those expenses already covered by the supplemental compensation allowances set forth under Sections 2.5 and 2.6 above, CITY shall reimburse PULIDO for reasonable and necessary travel, subsistence and other business expenses incurred by PULIDO in the performance of his duties or in connection with PULIDO's participation in those authorized activities referenced under Section 1 above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California and any CITY-adopted reimbursement policies as either may be adopted, updated or otherwise amended from time to time.

SECTION 3. Vacation and Other Leave.

3.1 Vacation Leave. PULIDO shall be eligible to accrue six and two-thirds (6 2/3) hours of vacation leave each month, for a maximum of eighty (80) hours of vacation leave per year during the Term of this Agreement. Vacation leave may be carried over from year to year. Notwithstanding the foregoing, at no time shall PULIDO accrue more than three hundred twenty (320) hours or forty (40) business days of total vacation leave. In recognition of this limit, PULIDO shall cease to accrue any additional vacation leave time so long as his total accrued but unused vacation leave remains at 320 hours or 40 business days total. On December 31st of each year, PULIDO may sell back accumulated but unused vacation leave time at his applicable base salary hourly rate, provided that fifty (50) hours of accrued vacation time remains on the books.

Section 5.5 below notwithstanding, upon separation of employment for any reason, CITY shall buy back PULIDO's accrued and unused vacation leave time at applicable base salary hourly rate, in addition to the payment contemplated under Section 5.1, below.

3.2 Holidays. Paid holidays shall be in accordance with CITY's current practices and are subject to change. Paid holidays will be those deemed authorized by CITY.

3.3 Sick Leave. PULIDO shall be eligible to accrue eight (8) hours of sick leave each month, for a maximum of ninety six (96) hours of sick leave per year during the Term of this Agreement. Sick leave shall be used by PULIDO only in cases of actual sickness of PULIDO or a member of PULIDO's immediate family, including PULIDO's dependents. Sick leave may be carried over from year to year. Notwithstanding the foregoing, at no time shall PULIDO accrue more than four hundred eighty (480) hours or sixty (60) business days of total sick leave time. In recognition of this limit, PULIDO shall cease to accrue any additional sick leave time so long as his total accrued but unused sick leave remains at 480 hours or 60 business days total. On July 1st of each year, PULIDO may sell back at full rate of pay (applicable base salary hourly rate) a maximum of ninety-six (96) hours of accrued but unused sick time, provided however that at least fifty-eight (58) hours remain on the books prior to PULIDO being eligible for any sick leave buy-back.

Section 5.5 below notwithstanding, in the event CITY terminates PULIDO for convenience, PULIDO may sell back up to one hundred ninety-two (192) hours of accrued but unused sick leave to CITY at applicable base salary hourly rate, in addition to the payment contemplated under Section 5.1, below.

3.4 Management Leave. CITY recognizes that while PULIDO is an exempt employee and not entitled to overtime pay, PULIDO's duties will likely require him to be available more than forty (40) hours per week. Accordingly, PULIDO shall be eligible to accrue two and one-fourth (2 ¼) hours of management leave each month, for a maximum of twenty-seven (27) hours of management leave per year during the Term of this Agreement. Accrued but unused management leave time may be carried over from year to year. On July 1st of each year, PULIDO may sell back at full rate of pay (applicable base salary hourly rate) accrued but unused management leave time, provided however that at least twenty-seven (27) hours remain on the books. Upon separation from employment with CITY, PULIDO shall not be entitled to compensation for, and CITY shall not buy back, any accrued but unused management leave time.

SECTION 4. Retirement.

The CITY is a member of the Public Employees Retirement System (PERS) for the purpose of employee retirement benefits. PULIDO shall be eligible for coverage under PERS as provided under paragraph 7 of the contract between PERS and the CITY, as amended on October 16, 2011. CITY shall provide PULIDO membership in PERS using the Two Percent (2%) at age 60 formula; CITY shall contribute CITY's Employer Share of the cost of membership in PERS during the Term of this Agreement and PULIDO shall contribute the cost of the Employee Share.

SECTION 5. Termination.

5.1 By CITY Not for Cause/For Convenience. CITY may terminate PULIDO for any reason, and at any time, with or without cause, by providing PULIDO thirty (30) days prior written notice thereof. In lieu of providing thirty (30) days prior written notice of termination,

CITY may place PULIDO on paid leave status during the thirty (30) day notice period or any portion thereof. This Agreement and its provisions govern the procedures for termination of PULIDO; any practice or procedure contained in or arising from any personnel policies or past CITY practices relating to the employment, discipline, or termination of its employees shall not apply to the procedures utilized by CITY for termination of PULIDO.

5.1.1 If PULIDO is terminated without cause, or he separates from CITY employment by mutual agreement between the CITY and PULIDO, at any time prior to February 11, 2015, he shall not be entitled to severance pay.

5.1.2 If PULIDO is terminated without cause, or upon his separation by mutual agreement between the CITY and PULIDO, at any time on or after February 11, 2015 but prior to August 11, 2015, he shall be entitled to severance pay of twelve (12) months' base salary, less any and all applicable or legally required deductions.

5.1.3 If PULIDO is terminated without cause, or upon his separation by mutual agreement between the CITY and PULIDO, at any time on or after August 11, 2015, he shall be entitled to severance pay of six (6) months' base salary, less any and all applicable or legally required deductions and subject to the limitations of Government Code section 53260.

5.1.4 Severance pay shall be paid by the CITY within thirty (30) days of termination. PULIDO shall receive any and all compensation for accrued but unused vacation and sick leave time for which he is eligible under Section 3 in addition to any severance payment provided under section 5.1.

5.1.5 The foregoing notwithstanding, CITY shall not exercise its right to terminate PULIDO for convenience and without cause during the 30-day period immediately following any General Municipal Election of the CITY in which one or more City Council seats are subject to an election contest or during the 30-day period immediately following any Special Municipal Election of the CITY in which one or more City Council seats are subject to an election contest.

5.2 **By Employee.** PULIDO may terminate his employment for any reason, and at any time, with or without cause, by providing CITY with thirty (30) days advance written notice. Notwithstanding Section 5.1, above, in the event that PULIDO terminates his employment, CITY shall have the option, in its complete discretion, to make PULIDO's termination effective at any time prior to the end of such 30-day period, provided CITY pays PULIDO all compensation due and owing him through the last day actually worked. In the event PULIDO resigns, he will not be entitled to severance pay.

5.3 **By CITY for Cause.** CITY may terminate this Agreement at any time by providing PULIDO written notice of his termination for cause. No severance payment shall be paid in the event CITY terminates this Agreement for cause, except that CITY shall pay PULIDO his accumulated and unused vacation leave as provided for in this Agreement. For

purposes of this Agreement, cause for termination shall include, but not be limited to, the following:

- a. Commitment of any illegal or unethical act involving personal gain to PULIDO;
- b. Willful or intentional failure or refusal to perform his duties and responsibilities consistent with his obligations under this Agreement, or to comply with lawful directives issued by the City Council pertaining to performance of his job duties and responsibilities;
- c. Engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or time;
- d. Material breach of the terms and conditions of this Agreement;
- e. Any intentional or grossly negligent act or omission that materially and substantially:
 - i. impedes or disrupts the operations of CITY or its organizational units;
 - ii. is detrimental to PULIDO's safety, the safety of any other CITY official, agent, or employee, or public safety; or
 - iii. violates properly established CITY rules or procedures as established by collective action of the City Council, including but not limited to the adoption of ordinances and resolutions;
- f. Commission of an act of moral turpitude. Under California law, acts of moral turpitude are acts including, but not limited to dishonesty, fraud, and theft, violence or the threat of violence, driving under the influence, possession of controlled substances for sale, vandalism, abuse, lewd acts, and securities violations. The City Council will not make a finding or determination about whether PULIDO has engaged in such conduct without first providing PULIDO a full, fair opportunity to rebut, defend, and justify any such alleged act involving moral turpitude in an open or closed session, at PULIDO's sole choice, provided that PULIDO may be placed on administrative leave without pay pending the outcome of any CITY investigation of such acts;
- g. Conviction of a felony, or plea of, guilty or nolo contendere or conviction of a misdemeanor involving moral turpitude, provided that PULIDO may be placed on administrative leave without pay should he be charged with any such crime;
- h. Willful or negligent destruction, misappropriation, or misuse of public property, waste of public supplies, or use of public property or supplies for other than a public purpose;

- i. Willful political activity involving the support of (or opposition to) candidates for City Council;
- j. Willful and unlawful retaliation against any other CITY officer or employee or member of the general public who in good faith discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of law occurring on the job or directly related thereto;
- k. Violation of any conflict of interest or incompatibility of office laws including, but not limited to the Political Reform Act and *Government Code* § 1090;
- l. Willful violation of any laws involving an abuse of office or position, as defined in *Government Code* § 53243.4;
- m. Performance of material outside business interests;
- n. Abuse of any prescription or non-prescription drugs, alcohol, or controlled substances that affect the performance of the City Manager's duties;
- o. Engaging in conduct tending to bring embarrassment or disrepute to CITY; and/or
- p. Unexcused absences from work for three (3) consecutive days without notice, except in case of emergency.

PULIDO expressly waives any rights provided for Administrative Personnel under CITY's Personnel Policies, any rights provided for the City Manager or Administrative Personnel under the Cudahy Municipal Code, or under state or federal law to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination.

5.4 Termination Obligation. PULIDO agrees that all property, including without limitation, all equipment, tangible Proprietary Information (as defined in Section 6, below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of PULIDO's employment. PULIDO's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5.5 Benefits Upon Termination. All benefits to which PULIDO is entitled under this Agreement shall cease upon PULIDO's termination in accordance with this Section 5, unless expressly continued either under this Agreement, under any specific written policy or benefit plan applicable to PULIDO, or unless otherwise required by law.

5.6 Cessation of Work Due to Non-Permanent Illness or Injury. In addition to any right of termination set forth under Sections 5.1 and 5.3, above, CITY reserves the right to terminate PULIDO's employment along with this Agreement if PULIDO ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment and

Housing Act; and (iii) where the cessation of work continues beyond the longer of the following: a period of four successive weeks beyond PULIDO's accrued sick leave; or a period of twenty consecutive days beyond a period of thirty consecutive days of incapacity due to the illness or injury.

5.7 Disability. In addition to any right of termination set forth under Sections 5.1 and 5.3, above, CITY reserves the right to terminate PULIDO's employment along with this Agreement after PULIDO suffers any physical or mental disability that does not arise out of the course of employment and that prevents the performance of PULIDO's essential job duties, unless reasonable accommodation can be made to allow PULIDO to continue working. The foregoing notwithstanding, CITY may terminate PULIDO if the disability poses a direct threat to CITY, PULIDO or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. The CITY will not provide a severance payment if PULIDO is terminated under this Section of this Agreement.

5.8 Illness, Injury or Disability Arising Out of the Course of Employment. In the event PULIDO suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate PULIDO solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers' compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C. §§ 12101 et. seq.) and the California Fair Employment and Housing Act. Further, PULIDO's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

5.9 Medical Examination. PULIDO agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by the CITY, in the event a decision must be made under Sections 5.6 through 5.8. CITY and PULIDO shall receive a copy of all medical reports related to the examination.

5.10 Death of Employee. This Agreement along with PULIDO's employment shall terminate automatically upon PULIDO's death.

SECTION 6. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its elected and appointed officials, officers, employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, PULIDO shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination,

PULIDO shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. PULIDO's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

SECTION 7. Conflict of Interest. PULIDO represents and warrants to CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

SECTION 8. Professional Development. The CITY acknowledges its interest in PULIDO's continuing professional development and agrees to allow and pay all expenses associated with his attendance at annual conferences of the International City Management Association, League of California Cities, and California City Managers Association. Further, the CITY agrees to pay the membership dues for PULIDO in the International City Management Association and City Manager's Department of the League of California Cities. With the prior consent of the Council, the CITY agrees to allow PULIDO to attend and participate in such other professional associations and conferences as may be mutually agreeable to both parties. The CITY acknowledges the right of PULIDO to engage in other professional activities as long as they do not interfere or conflict with PULIDO's duties as City Manager. Such professional activities may include teaching, writing, consulting and others.

SECTION 9. General Provisions.

9.1 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, or at the last known address maintained in PULIDO's personnel file. PULIDO agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:

City of Cudahy
5220 Santa Ana Street
Cudahy, California 90201
Attn: Mayor and City Council

Pulido's Notice Address: [Deliver to last updated address in personnel file]

9.2 **Indemnification.** Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [*Government Code* §§ 810 et seq.], CITY will indemnify, defend, and hold PULIDO harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring within the course and scope of PULIDO's duties as City Manager during PULIDO's tenure as City Manager. The CITY shall pay the amount of any

settlement or judgment thereon; provided that PULIDO cooperates in the defense of the claim, demand, or action. In this regard, the CITY shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement rendered thereon. Notwithstanding the foregoing, the CITY shall have no duty to indemnify, defend or hold PULIDO harmless from any criminal proceeding or with regard to any civil, criminal or administrative proceeding initiated by him.

Without limiting the application of this Section 9.2, nothing in this Agreement shall expand the CITY'S defense and indemnification obligations beyond those provided in the Tort Claims Act and *Government Code* §§ 995-996.6. Further, in the event CITY provides funds for legal criminal defense pursuant to this sub-section and the terms of the *Government Code*, PULIDO shall reimburse the CITY for such legal criminal defense funds, and for any paid leave provided pursuant to Section 5.3 above, if PULIDO is convicted of a crime involving an abuse of office of position as provided by *Government Code* §§ 53243-53243.4.

9.3 Bonding. The CITY shall bear the full cost of any fidelity or other bonds required of the City Manager under any laws or ordinance.

9.4 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of PULIDO'S employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of PULIDO, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to PULIDO and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

9.5 Amendments. This Agreement may not be altered, amended or modified except in a written document signed by PULIDO, approved by the City Council and signed by CITY'S Mayor or designee.

9.6 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the party making the waiver.

9.7 Assignment. PULIDO shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to PULIDO, assign its rights and obligations hereunder.

9.8 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

9.9 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

9.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue properly only in Los Angeles County, State of California.

9.11 **Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Each party waives its future right to claim, contest, or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

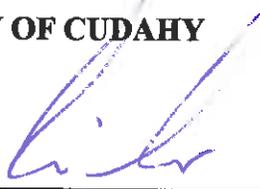
9.12 **Acknowledgment.** PULIDO acknowledges that he has had the opportunity to consult legal counsel with regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

9.13 **Miscellaneous.** The provisions of Chapter 2.12 of the Cudahy Municipal Code relating to the City Manager are incorporated into this Agreement by this reference, as amended from time to time.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Interim City Clerk, and PULIDO has signed and executed this Agreement, as of the date first indicated above.

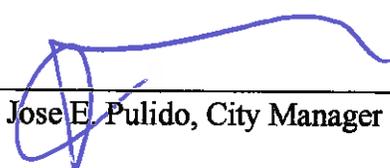
CITY OF CUDAHY

By: _____


Chris Garcia, Mayor

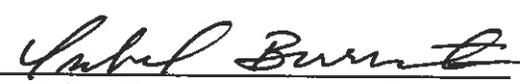
CITY MANAGER

By: _____


Jose E. Pulido, City Manager

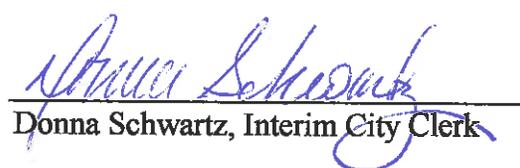
APPROVED AS TO FORM:

By: _____


Isabel Birrueta, Assistant City Attorney

ATTEST:

By: _____


Donna Schwartz, Interim City Clerk