



## CUDAHY CITY COUNCIL

A Regular Meeting to be held in the City Council Chambers,  
5240 Santa Ana Street, Cudahy, California  
**Tuesday – January 21, 2014 - 6:30 P.M. (OPEN SESSION)**

### 1. CALL TO ORDER

### 2. ROLL CALL

Councilmember Markovich  
Councilmember Sanchez  
Councilmember Oliva  
Vice Mayor Garcia  
Mayor Guerrero

Pledge of Allegiance:

Invocation:

Presentations:

- Certificate of Appreciation to Anabel Munoz, from Channel 22 for the media coverage at Teresa Hughes Elementary.
- Certificate to parents and community activists focused on education issues at Teresa Hughes Elementary School.
- A proclamation to Anabel Munoz, Channel 22, and L.A Times for their investigative journalism in the City of Cudahy.

### 3. PUBLIC COMMENT

Mayor: This is the time set aside for citizens to address the City Council on matters relating to City Business. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the City Clerk when approaching the podium. **Each person will be allowed to speak only once and will be limited to four (4) minutes.** When addressing the Council please speak into the microphone and voluntarily state your name and address. The proceedings for this meeting are recorded on an audio cd.

### CITY COUNCIL COMMENTS

This is the time for the City Council 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 Councilmember will be allowed to speak for a period not to exceed four (4) 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.

REGULAR MEETING AGENDA  
Cudahy City Council  
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**4. WAIVE FULL READING**

**4A.** Approval to waive the full text reading of all resolutions and ordinances on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title only.

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

**5. CONSENT CALENDAR**

**5A.** A request to approve the City Demands and Payroll for the month of November, 2013.

**Assigned Department: Finance**  
**(Staff Report and Warrants attached)**

**5B.** A request to approve the City Treasurer's Financial Report (LAIF) for the month of November, 2013.

**Assigned Department: Finance**  
**(Staff Report attached)**

**5C.** A request to approve the Cash and Investment report for the month of November, 2013

**Assigned Department: Finance**  
**(Staff Report attached)**

**Recommendation:** Motion to approve items 5A through 5C.

**6. BUSINESS SESSION**

**6A.** A request to approve a contract between the City and Cost Recovery Systems for State Mandate Claim Preparation Services for Fiscal 12/13.

**Assigned Department: Finance Department**  
**(Staff report attached)**

**Recommendation:** Motion to approve the agreement and authorize the interim City Manager to execute the agreement.

**6B.** Consideration of an agreement between the City and IT Systemhouse, Inc. to provide professional consulting services for information technology (IT) services.

**Recommendation:** Motion to approve the agreement and authorize the interim City Manager to execute the agreement.

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6C. Discussion and appointment of a delegate and/or alternate to represent the City to participate at the Southern California Association of Government (SCAG) General Assembly.  
**(Verbal report by Deputy City Clerk)**

*Recommendation: It is recommended that the Council appoint a delegate and alternate to the Southern California Association of Government (SCAG).*

6D. City Manager's report on City matters.

*Recommendation: Motion to receive and file.*

**7. COUNCIL BUSINESS**

7A. Consideration of Resolution No. 14-03, a resolution to modify certain parking citation practices and related fees assessed by the city's municipal officers and/or code enforcement officers.  
**(Verbal report by Mayor Guerrero and Councilmember Oliva)**  
**(Resolution No. 14-03 attached)**

*Recommendation: Motion to approve Resolution No. 14-03.*

7B. Discussion and review of contract between the City and Nationwide Environmental Services.  
**(Verbal report by Councilmember Markovich)**

*Recommendation: Motion to receive and file.*

7C. Consideration of Resolution No. 14-10, a resolution to establish policy and procedures for city sponsorship or co-sponsorship of certain events held at city facilities.  
**(Verbal report by Mayor Guerrero and Councilmember Oliva)**  
**(Resolution No. 14-10 attached)**

*Recommendation: Motion to approve Resolution No. 14-10.*

7D. Update and discussion on FY13-14 budget process.  
**Assigned Department: City Manager**  
**(Verbal report by Mayor Guerrero and Vice Mayor Garcia)**  
**(Budget summary attached)**

*Recommendation: Motion to receive and file.*

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**7E.** Consideration of Resolution No. 14-06, a resolution to establish rules and procedures for initiating (and resolving) inquiries into City Council member conduct, as it relates specifically to any provision(s) of the City's code of ethics.

**(Verbal report by Mayor Guerrero)**

**(Resolution No. 14-06 attached)**

**Recommendation:** Motion to approve Resolution No. 14-06.

**7F.** Consideration of Resolution No. 14-07, a resolution to endorse comprehensive immigration reform in The United States House of Representatives during the current legislative session, with the following legislative principles: (I) security of the border, (II) reform of the legal immigration system, and (III) pathway to legalization for otherwise law-abiding undocumented immigrants.

**(Verbal report by Mayor Guerrero and Vice Mayor Garcia)**

**(Resolution No. 14-07 attached)**

**Recommendation:** Motion to approve Resolution No. 14-07.

**7G.** Consideration of Resolution No. 14-08, a resolution to establish rules and procedures for staff and City Council interactions with the City Attorney's office.

**(Verbal report by Mayor Guerrero)**

**(Resolution No. 14-08 attached)**

**Recommendation:** Motion to approve Resolution No. 14-08.

**7H.** Consideration of Resolution No. 14-09, a resolution to terminate membership in the California Joint Powers Insurance Authority (the "JPIA") at the earliest opportunity as provided for under article 24 of the JPIA's Joint Powers Agreement adopted August 12, 2011.

**(Verbal report by Mayor Guerrero)**

**(Resolution No. 14-09)**

**Recommendation:** Motion to approve Resolution No. 14-09.

**7I.** Discussion item on City Manager recruitment process and advisory committee.

**Assigned Department: City Manager**

**(Verbal report by Mayor Guerrero)**

**Recommendation:** Motion to receive and file.

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7J. Discussion item on proposed State of the City Address by the Mayor.  
(Verbal report by Mayor Guerrero)

*Recommendation: Motion to receive and file.*

7K. Review and discussion of the contracts between the City and the three public relations firms.  
(Verbal report by Vice Mayor Garcia)

*Recommendation: Motion to receive and file.*

7L. Discussion item on the City's Casino License and exploration of a Casino in the City.  
(Verbal report by Vice Mayor Garcia)

*Recommendation: Motion to receive and file.*

7M. Discussion item on an overnight parking program in the City of Cudahy.  
(Verbal report by Vice Mayor Garcia)

*Recommendation: Motion to receive and file.*

7N. Discussion item to modify the existing municipal code for the purpose of allowing soccer to be played at Lugo Park.  
(Verbal report by Mayor Guerrero and Councilmember Oliva)

*Recommendation: Motion to receive and file.*

7O. Discussion item – Hiring freeze pending approval of FY14/15 budget.  
(Verbal report: Mayor Guerrero, Vice Mayor Garcia)

*Recommendation: Motion to receive and file.*

7P. Discussion item – Status of pending ethics inquiry.  
(Verbal report: City Attorney.)

*Recommendation: Motion to receive and file.*

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7Q. Discussion item – Schedule of next Neighborhood Watch Meeting/ Town Hall.

**Recommendation:** Motion to receive and file.

7R. Consideration of Resolution No. 14-11, a resolution authorizing the City Manager to promote the availability of funds to community members for group fitness classes.

**(Verbal report by Vice Mayor Garcia and Councilmember Oliva)**

**(Resolution No. 14-11 attached)**

Recommendation: Motion to approve Resolution No. 14-11.

**8. CLOSED SESSION**

**8A.** Closed Session Pursuant to Government Code Section 54956.9(d)(1) and 54956.9(e)(1) - Conference with Legal Counsel to Discuss a Matter of Anticipated Litigation/Significant Exposure to Litigation – One (1) Matter

**8B.** Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator

Location of Property:

4840 Clara Street, APN 6226 025 004

City's Negotiator(s): Saul Bolivar and City Attorney Rick Olivarez

Party Negotiating With: Emiglia and Chiara Gigliotti

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

**8C.** Closed Session Pursuant to Government Code Section 54957(b)(1) - Public Employee Evaluation of Performance

Title of Employee Subject to Evaluation: City Attorney

**8D.** Closed Session Pursuant to Government Code Section 54957.6(a) - Conference with Labor Negotiator – Unrepresented Employee

Title of Employee Subject to Negotiation: City Attorney

City's Negotiator: Henry Garcia, City Manager and Jack Guerrero, Mayor

**9. ADJOURNMENT**

All public meetings conducted by the City of Cudahy are held in sites accessible to persons with disabilities. Requests for accommodations may be made by calling the Office of the City Clerk at least 72 hours in advance of the meeting. SB343 Note: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the Reception Counter at City Hall located at 5220 Santa Ana Street, Cudahy, CA. 90201. THIS AGENDA POSTED ACCORDING TO GOVERNMENT CODE REQUIREMENTS OF THE STATE OF CALIFORNIA BY THE DEPUTY CITY CLERK OF THE CITY OF CUDAHY: ANGELA BUSTAMANTE



# AGENDA REPORT

MEETING DATE: January 21, 2014  
 TO: Honorable Mayor and Members of the City Council  
 THROUGH: Finance  
 FROM: Steven Dobrenen  
 TITLE: **Demands and Payroll for the Month of November, 2013**

**RECOMMENDATION:**

It is recommended that the City Council approve the Demands and Payroll for the month of November, 2013

**SUMMARY:**

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

Computer warrants	36569 - 36637
Void checks	36609, 36621-36622
Total amount disbursed	\$119,391.18

Payroll Warrants including payroll taxes and insurance premiums:

	November 14, 2013	November 27, 2013
Issued Warrants Number	16991-17057	17058-17139
Voided Warrants		
Issued Warrants Amounts	\$ 4,355.19	\$ 14,122.44
Direct Deposits	54,631.21	54,669.98
CalPERS Direct Deposit (a)	30,802.95	
CalPERS Direct Deposit (b)	20,063.25	
Payroll taxes (c)	12,420.96	12,513.50
<b>Total Amount</b>	<b>\$ 122,273.56</b>	<b>\$ 81,305.92</b>
Note (a) - Payments for CalPERS medical insurance		
Note (b) - Payments for CalPERS retirement contributions		
Note (c) - Federal and State payroll taxes		

The Finance Director certifies to the accuracy and availability of funds for payment. A Demand/Warrant Register has been submitted to the City Council for approval. It is requested the listed demands be approved for payment and the payment of payroll be approved and ratified. It is also requested that the listed warrants be approved for payment.

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Date: 12/23/2013

Time: 2:21 pm

Page: 1

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																								
36569	11/04/2013	9604 Printed	ACCURATE APPRAISERS Appraisal - 4840 Clara St.	500.00 0.00	500.00																																								
				Check Amount	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>24354</td> <td>001-4210-6720.000</td> <td>500.00</td> <td>0.00</td> <td>500.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24354	001-4210-6720.000	500.00	0.00	500.00																														
Ref#	GL Number	Gross	Discount	Amount																																									
24354	001-4210-6720.000	500.00	0.00	500.00																																									
36570	11/04/2013	1778 Printed	ALL CITY MANAGEMENT School Crossing Guard Serv.	1,724.40 0.00	1,724.40																																								
				Check Amount	1,724.40																																								
<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>24355</td> <td>001-4520-6730.000</td> <td>1,724.40</td> <td>0.00</td> <td>1,724.40</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24355	001-4520-6730.000	1,724.40	0.00	1,724.40																														
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24355	001-4520-6730.000	1,724.40	0.00	1,724.40																																									
36571	11/04/2013	0057-2 Printed	AT & T Land Line Charges	331.70 0.00	331.70																																								
				Check Amount	331.70																																								
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Ref#	GL Number	Gross	Discount	Amount																																									
24357	001-4025-6390.000	331.70	0.00	331.70																																									
36572	11/04/2013	9966 Printed	AT & T Long Distance Charges	80.72 0.00	80.72																																								
				Check Amount	80.72																																								
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24356</td> <td>001-4025-6390.000</td> <td>80.72</td> <td>0.00</td> <td>80.72</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24356	001-4025-6390.000	80.72	0.00	80.72																														
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24356	001-4025-6390.000	80.72	0.00	80.72																																									
36573	11/04/2013	8021 Printed	AT & T MOBILITY Cellular Services	918.22 0.00	918.22																																								
				Check Amount	918.22																																								
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24358	510-4230-6390.000	-49.17	0.00	-49.17																																									
24358	001-4151-6390.000	359.98	0.00	359.98																																									
24358	001-4301-6390.000	102.13	0.00	102.13																																									
24358	001-4011-6390.000	37.50	0.00	37.50																																									
24358	001-4018-6390.000	154.80	0.00	154.80																																									
24358	001-4210-6390.000	150.28	0.00	150.28																																									
24358	510-4230-6390.000	162.70	0.00	162.70																																									
36574	11/04/2013	4546 Printed	CENTRAL BASIN MUNICIPAL WATER Recycle Water Service	347.20 0.00	347.20																																								
				Check Amount	347.20																																								
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24359	001-4410-6395.000	347.20	0.00	347.20																																									
36575	11/04/2013	9719 Printed	CSG CONSULTANTS, INC. Building Plan Review Services	130.62 0.00	130.62																																								
				Check Amount	130.62																																								
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Ref#	GL Number	Gross	Discount	Amount																																									
24360	001-4215-6745.000	130.62	0.00	130.62																																									
36576	11/04/2013	9508 Printed	DELPHIN COMPUTER SUPPLY Office Supplies	179.74 0.00	179.74																																								
				Check Amount	179.74																																								
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Check Register Report

Date: 12/23/2013  
 Time: 2:21 pm  
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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
	24361	001-4020-6080.000	179.74	0.00	179.74
			Check Amount		179.74
36577	11/04/2013	9998 Printed	DOWNEY SIGN & LIGHTING Street Lamps Replaced	2,054.64 0.00	2,054.64
	Ref#	GL Number	Gross	Discount	Amount
	24362	350-4430-6775.000	1,874.64	0.00	1,874.64
	24362	001-4410-6765.000	180.00	0.00	180.00
			Check Amount		2,054.64
36578	11/04/2013	0569 Printed	FEDERAL EXPRESS SERVICES Shipping Charges	12.92 0.00	12.92
	Ref#	GL Number	Gross	Discount	Amount
	24363	001-4020-6385.000	12.92	0.00	12.92
			Check Amount		12.92
36579	11/04/2013	0126-1 Printed	GOLDEN STATE WATER COMPANY Water Service - Fostoria St.	98.32 0.00	98.32
	Ref#	GL Number	Gross	Discount	Amount
	24364	201-4425-6395.000	98.32	0.00	98.32
			Check Amount		98.32
36580	11/04/2013	2378 Printed	ITL, INC. Fuel for City Vehicles	804.29 0.00	804.29
	Ref#	GL Number	Gross	Discount	Amount
	24365	001-4530-6040.000	254.69	0.00	254.69
	24365	201-4425-6040.000	215.76	0.00	215.76
	24365	201-4425-6040.000	333.84	0.00	333.84
			Check Amount		804.29
36581	11/04/2013	1338-1 Printed	METROPOLITAN TRANSPORTATION TAP 09/01/13-09/30/13	3,614.80 0.00	3,614.80
	Ref#	GL Number	Gross	Discount	Amount
	24366	251-4760-8550.000	3,614.80	0.00	3,614.80
			Check Amount		3,614.80
36582	11/04/2013	9962 Printed	MUNI TEMPS STAFFING Contractual Services -	5,512.50 0.00	5,512.50
	Ref#	GL Number	Gross	Discount	Amount
	24367	001-4151-6720.000	5,512.50	0.00	5,512.50
			Check Amount		5,512.50
36583	11/04/2013	10069 Printed	MURILLO DIDIER Mileage Reimbursement	14.12 0.00	14.12
	Ref#	GL Number	Gross	Discount	Amount
	24368	001-4210-6391.000	14.12	0.00	14.12
			Check Amount		14.12
36584	11/04/2013	5144 Printed	NEXTEL COMMUNICATIONS Cellular Services	973.29 0.00	973.29
	Ref#	GL Number	Gross	Discount	Amount
	24369	001-4501-6390.000	112.35	0.00	112.35

Check Register Report

Date: 12/23/2013  
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BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount	
	24369	201-4425-6390.000		176.80	0.00	176.80
	24369	001-4410-6390.000		272.91	0.00	272.91
	24369	001-4350-6390.000		168.60	0.00	168.60
	24369	001-4530-6390.000		187.01	0.00	187.01
	24369	001-4215-6390.000		55.62	0.00	55.62
			Check Amount			973.29
36585	11/04/2013	1978 Printed	OFFICE DEPOT BUSINESS Office Supplies	144.48		144.48
				0.00		
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	24371	001-4001-6720.000	37.11	0.00	37.11	
	24372	001-4020-6080.000	109.09	0.00	109.09	
	24372	001-4020-6080.000	-1.72	0.00	-1.72	
			Check Amount			144.48
36586	11/04/2013	1978-1 Printed	OFFICE DEPOT CREDIT PLAN Office Supplies	364.04		364.04
				0.00		
	Ref#	GL Number	Gross	Discount	Amount	
	24370	001-4020-6080.000	193.13	0.00	193.13	
	24370	001-4410-6140.000	71.92	0.00	71.92	
	24370	001-4011-6080.000	98.99	0.00	98.99	
			Check Amount			364.04
36587	11/04/2013	9970 Printed	OLIVAREZ MADRUGA, P.C. Legal Services - Sept 2013	42,280.30		42,280.30
				0.00		
	Ref#	GL Number	Gross	Discount	Amount	
	24373	001-4005-6755.000	42,280.30	0.00	42,280.30	
			Check Amount			42,280.30
36588	11/04/2013	0058-2 Printed	PURCHASE POWER Postage	478.76		478.76
				0.00		
	Ref#	GL Number	Gross	Discount	Amount	
	24374	001-4020-6385.000	478.76	0.00	478.76	
			Check Amount			478.76
36589	11/04/2013	8274 Printed	SANTOYO VICTOR Baseball Official	84.00		84.00
				0.00		
	Ref#	GL Number	Gross	Discount	Amount	
	24375	001-4350-6590.000	84.00	0.00	84.00	
			Check Amount			84.00
36590	11/04/2013	0070 Printed	SOUTHERN CALIFORNIA EDISON Service 09/17/13 - 10/17/13	9,012.44		9,012.44
				0.00		
	Ref#	GL Number	Gross	Discount	Amount	
	24376	201-4420-6318.000	980.25	0.00	980.25	
	24376	001-4410-6318.000	2,982.38	0.00	2,982.38	
	24376	001-4020-6318.000	5,049.81	0.00	5,049.81	
			Check Amount			9,012.44
36591	11/04/2013	10070 Printed	SPEEDY BOARD UP Emergency Board-Up	2,350.00		2,350.00
				0.00		
	Ref#	GL Number	Gross	Discount	Amount	
	24377	001-4212-6745.000	2,350.00	0.00	2,350.00	

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
				Check Amount	2,350.00
36592	11/04/2013	5647 Printed	STAPLES BUSINESS ADVANTAGE Office Supplies	33.99 0.00	33.99
Ref#		GL Number	Gross	Discount	Amount
24378		001-4020-6080.000	67.99	0.00	67.99
24378		001-4020-6080.000	-34.00	0.00	-34.00
				Check Amount	33.99
36593	11/04/2013	8316 Printed	VELOZ RAMIRO Baseball Official 10/02; 10/03	276.00 0.00	276.00
Ref#		GL Number	Gross	Discount	Amount
24379		001-4350-6590.000	276.00	0.00	276.00
				Check Amount	276.00
36594	11/04/2013	9736 Printed	VILLELAABRAHAM Baseball 10/01-10/03; 10/08	409.00 0.00	409.00
Ref#		GL Number	Gross	Discount	Amount
24380		001-4350-6590.000	409.00	0.00	409.00
				Check Amount	409.00
36595	11/04/2013	9951 Printed	WILLDAN Consulting Services-City Eng	70.00 0.00	70.00
Ref#		GL Number	Gross	Discount	Amount
24381		001-4216-6720.000	70.00	0.00	70.00
				Check Amount	70.00
36596	11/12/2013	10046 Printed	CAMINO REAL CHEVROLET Battery & Harness - Vehicle 15	313.04 0.00	313.04
Ref#		GL Number	Gross	Discount	Amount
23973		201-4425-6394.000	313.04	0.00	313.04
				Check Amount	313.04
36597	11/12/2013	9603 Printed	ALLY 2010 GMC Sierra Lease	482.90 0.00	482.90
Ref#		GL Number	Gross	Discount	Amount
24382		257-4780-6393.000	482.90	0.00	482.90
				Check Amount	482.90
36598	11/12/2013	9668 Printed	KONICA MINOLTA BUSINESS Copier Lease Payment	236.38 0.00	236.38
Ref#		GL Number	Gross	Discount	Amount
24383		001-4020-6323.000	236.38	0.00	236.38
				Check Amount	236.38
36599	11/12/2013	7014 Printed	NATIONWIDE ENVIRONMENTAL Street & Park Sweeping Service	9,045.49 0.00	9,045.49
Ref#		GL Number	Gross	Discount	Amount
24384		201-4425-6778.000	9,045.49	0.00	9,045.49
				Check Amount	9,045.49

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																				
36600	11/19/2013	10071 Printed	A. E. FITZGERALD BRAUN INC Peer Review - 4840 Clara St.	700.00 0.00	700.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24385</td> <td>001-4215-6745.000</td> <td style="text-align: right;">700.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">700.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24385	001-4215-6745.000	700.00	0.00	700.00										
Ref#	GL Number	Gross	Discount	Amount																					
24385	001-4215-6745.000	700.00	0.00	700.00																					
				Check Amount	700.00																				
36601	11/19/2013	9966 Printed	AT & T Long Distance Charges 10/13	553.03 0.00	553.03																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24387</td> <td>001-4020-6390.000</td> <td style="text-align: right;">512.49</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">512.49</td> </tr> <tr> <td>24388</td> <td>001-4350-6390.000</td> <td style="text-align: right;">40.54</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">40.54</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24387	001-4020-6390.000	512.49	0.00	512.49	24388	001-4350-6390.000	40.54	0.00	40.54					
Ref#	GL Number	Gross	Discount	Amount																					
24387	001-4020-6390.000	512.49	0.00	512.49																					
24388	001-4350-6390.000	40.54	0.00	40.54																					
				Check Amount	553.03																				
36602	11/19/2013	0552 Printed	BELL PLUMBING & HEATING Cudahy Park Restroom - Repairs	170.00 0.00	170.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24411</td> <td>001-4025-6765.000</td> <td style="text-align: right;">170.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">170.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24411	001-4025-6765.000	170.00	0.00	170.00										
Ref#	GL Number	Gross	Discount	Amount																					
24411	001-4025-6765.000	170.00	0.00	170.00																					
				Check Amount	170.00																				
36603	11/19/2013	5189 Printed	COMMUNITY DEVELOPMENT COMM CDBG Rehab Loan - L. Barragan	500.00 0.00	500.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24413</td> <td>001-0000-4909.000</td> <td style="text-align: right;">500.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">500.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24413	001-0000-4909.000	500.00	0.00	500.00										
Ref#	GL Number	Gross	Discount	Amount																					
24413	001-0000-4909.000	500.00	0.00	500.00																					
				Check Amount	500.00																				
36604	11/19/2013	1206 Printed	COUNTY OF LOS ANGELES Inspection Ind Waste/Sewers	59.97 0.00	59.97																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24389</td> <td>001-4212-6752.000</td> <td style="text-align: right;">59.97</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">59.97</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24389	001-4212-6752.000	59.97	0.00	59.97										
Ref#	GL Number	Gross	Discount	Amount																					
24389	001-4212-6752.000	59.97	0.00	59.97																					
				Check Amount	59.97																				
36605	11/19/2013	2304 Printed	DAVE'S TROPHIES Baseball & Softball Trophies	1,721.89 0.00	1,721.89																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24390</td> <td>001-4350-6240.000</td> <td style="text-align: right;">1,721.89</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">1,721.89</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24390	001-4350-6240.000	1,721.89	0.00	1,721.89										
Ref#	GL Number	Gross	Discount	Amount																					
24390	001-4350-6240.000	1,721.89	0.00	1,721.89																					
				Check Amount	1,721.89																				
36606	11/19/2013	8018 Printed	FERNANDO'S HARDWARE & LUMBER Materials for Baseball Field	548.75 0.00	548.75																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24391</td> <td>001-4350-6210.000</td> <td style="text-align: right;">548.75</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">548.75</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24391	001-4350-6210.000	548.75	0.00	548.75										
Ref#	GL Number	Gross	Discount	Amount																					
24391	001-4350-6210.000	548.75	0.00	548.75																					
				Check Amount	548.75																				
36607	11/19/2013	6087 Printed	FIRST AMERICAN DATA TREE Services Rendered - Oct. 2013	99.00 0.00	99.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24412</td> <td>510-4230-6386.000</td> <td style="text-align: right;">33.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">33.00</td> </tr> <tr> <td>24412</td> <td>001-4215-6386.000</td> <td style="text-align: right;">33.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">33.00</td> </tr> <tr> <td>24412</td> <td>001-4210-6388.000</td> <td style="text-align: right;">33.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">33.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24412	510-4230-6386.000	33.00	0.00	33.00	24412	001-4215-6386.000	33.00	0.00	33.00	24412	001-4210-6388.000	33.00	0.00	33.00
Ref#	GL Number	Gross	Discount	Amount																					
24412	510-4230-6386.000	33.00	0.00	33.00																					
24412	001-4215-6386.000	33.00	0.00	33.00																					
24412	001-4210-6388.000	33.00	0.00	33.00																					
				Check Amount	99.00																				

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																									
36608	11/19/2013	8378 Printed	GELDER WALT Swap Meet Hours - October 2013	200.00 0.00	200.00																									
				Check Amount	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>24414</td> <td>710-6012-6720.000</td> <td>200.00</td> <td>0.00</td> <td>200.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24414	710-6012-6720.000	200.00	0.00	200.00															
Ref#	GL Number	Gross	Discount	Amount																										
24414	710-6012-6720.000	200.00	0.00	200.00																										
36609	11/19/2013 12/16/2013	0126-1 Void	GOLDEN STATE WATER COMPANY Charges 09/24/13-10/22/13	0.00 0.00	2,794.33																									
				Check Amount	2,794.33																									
<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>24392</td> <td>001-4350-6590.000</td> <td>70.00</td> <td>0.00</td> <td>70.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24392	001-4350-6590.000	70.00	0.00	70.00															
Ref#	GL Number	Gross	Discount	Amount																										
24392	001-4350-6590.000	70.00	0.00	70.00																										
36610	11/19/2013	8013 Printed	GOMEZ DAVID RAMON Baseball Official 10/15/13	70.00 0.00	70.00																									
				Check Amount	70.00																									
<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>24392</td> <td>001-4350-6590.000</td> <td>70.00</td> <td>0.00</td> <td>70.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24392	001-4350-6590.000	70.00	0.00	70.00															
Ref#	GL Number	Gross	Discount	Amount																										
24392	001-4350-6590.000	70.00	0.00	70.00																										
36611	11/19/2013	10061 Printed	GONZALEZ ASHLEY Baseball Official - 10/21/13	112.00 0.00	112.00																									
				Check Amount	112.00																									
<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>24393</td> <td>001-4350-6590.000</td> <td>112.00</td> <td>0.00</td> <td>112.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24393	001-4350-6590.000	112.00	0.00	112.00															
Ref#	GL Number	Gross	Discount	Amount																										
24393	001-4350-6590.000	112.00	0.00	112.00																										
36612	11/19/2013	2139 Printed	HINDERLITER DELLAMAS & ASST Services - Sales Tax 4th Qtr	925.12 0.00	925.12																									
				Check Amount	925.12																									
<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>24395</td> <td>001-4155-6720.000</td> <td>925.12</td> <td>0.00</td> <td>925.12</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24395	001-4155-6720.000	925.12	0.00	925.12															
Ref#	GL Number	Gross	Discount	Amount																										
24395	001-4155-6720.000	925.12	0.00	925.12																										
36613	11/19/2013	2724 Printed	HOME DEPOT CREDIT SERVICES Hardware Supplies	1,100.84 0.00	1,100.84																									
				Check Amount	1,100.84																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24394</td> <td>001-4410-6750.000</td> <td>11.49</td> <td>0.00</td> <td>11.49</td> </tr> <tr> <td>24394</td> <td>201-4425-6150.000</td> <td>134.19</td> <td>0.00</td> <td>134.19</td> </tr> <tr> <td>24394</td> <td>001-4025-6010.000</td> <td>215.88</td> <td>0.00</td> <td>215.88</td> </tr> <tr> <td>24394</td> <td>001-4410-6140.000</td> <td>739.28</td> <td>0.00</td> <td>739.28</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24394	001-4410-6750.000	11.49	0.00	11.49	24394	201-4425-6150.000	134.19	0.00	134.19	24394	001-4025-6010.000	215.88	0.00	215.88	24394	001-4410-6140.000	739.28	0.00	739.28
Ref#	GL Number	Gross	Discount	Amount																										
24394	001-4410-6750.000	11.49	0.00	11.49																										
24394	201-4425-6150.000	134.19	0.00	134.19																										
24394	001-4025-6010.000	215.88	0.00	215.88																										
24394	001-4410-6140.000	739.28	0.00	739.28																										
36614	11/19/2013	4553 Printed	J. V. PRINTING Business Cards - V. Ferrer	31.61 0.00	31.61																									
				Check Amount	31.61																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24397</td> <td>001-4020-6080.000</td> <td>31.61</td> <td>0.00</td> <td>31.61</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24397	001-4020-6080.000	31.61	0.00	31.61															
Ref#	GL Number	Gross	Discount	Amount																										
24397	001-4020-6080.000	31.61	0.00	31.61																										
36615	11/19/2013	8057 Printed	KONICA MINOLTA BUSINESS Maintenance - Canon Copier	209.58 0.00	209.58																									
				Check Amount	209.58																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24396</td> <td>001-4020-6014.000</td> <td>209.58</td> <td>0.00</td> <td>209.58</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24396	001-4020-6014.000	209.58	0.00	209.58															
Ref#	GL Number	Gross	Discount	Amount																										
24396	001-4020-6014.000	209.58	0.00	209.58																										
				Check Amount	209.58																									

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																									
36616	11/19/2013	9962 Printed	MUNI TEMPS STAFFING Contractual Services Week	5,756.25 0.00	5,756.25																									
				Check Amount	5,756.25																									
<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>24415</td> <td>001-4151-6720.000</td> <td>5,756.25</td> <td>0.00</td> <td>5,756.25</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24415	001-4151-6720.000	5,756.25	0.00	5,756.25															
Ref#	GL Number	Gross	Discount	Amount																										
24415	001-4151-6720.000	5,756.25	0.00	5,756.25																										
36617	11/19/2013	10021 Printed	SANCHEZ BARU Annual CCCA Meeting- LA County	20.00 0.00	20.00																									
				Check Amount	20.00																									
<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>24398</td> <td>001-4001-6720.000</td> <td>20.00</td> <td>0.00</td> <td>20.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24398	001-4001-6720.000	20.00	0.00	20.00															
Ref#	GL Number	Gross	Discount	Amount																										
24398	001-4001-6720.000	20.00	0.00	20.00																										
36618	11/19/2013	8274 Printed	SANTOYO VICTOR Baseball Official 10/19/13	56.00 0.00	56.00																									
				Check Amount	56.00																									
<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>24399</td> <td>001-4350-6590.000</td> <td>56.00</td> <td>0.00</td> <td>56.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24399	001-4350-6590.000	56.00	0.00	56.00															
Ref#	GL Number	Gross	Discount	Amount																										
24399	001-4350-6590.000	56.00	0.00	56.00																										
36619	11/19/2013	0070 Printed	SOUTHERN CALIFORNIA EDISON Charges 09/24/13 - 10/24/13	408.99 0.00	408.99																									
				Check Amount	408.99																									
<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>24400</td> <td>001-4410-6318.000</td> <td>252.42</td> <td>0.00</td> <td>252.42</td> </tr> <tr> <td>24400</td> <td>201-4420-6318.000</td> <td>62.63</td> <td>0.00</td> <td>62.63</td> </tr> <tr> <td>24401</td> <td>350-4430-6318.000</td> <td>79.07</td> <td>0.00</td> <td>79.07</td> </tr> <tr> <td>24401</td> <td>201-4420-6318.000</td> <td>14.87</td> <td>0.00</td> <td>14.87</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24400	001-4410-6318.000	252.42	0.00	252.42	24400	201-4420-6318.000	62.63	0.00	62.63	24401	350-4430-6318.000	79.07	0.00	79.07	24401	201-4420-6318.000	14.87	0.00	14.87
Ref#	GL Number	Gross	Discount	Amount																										
24400	001-4410-6318.000	252.42	0.00	252.42																										
24400	201-4420-6318.000	62.63	0.00	62.63																										
24401	350-4430-6318.000	79.07	0.00	79.07																										
24401	201-4420-6318.000	14.87	0.00	14.87																										
36620	11/19/2013	9517 Printed	TECH AUTO CLINIC Vehicle Maintenance	567.25 0.00	567.25																									
				Check Amount	567.25																									
<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>24402</td> <td>201-4425-6394.000</td> <td>314.19</td> <td>0.00</td> <td>314.19</td> </tr> <tr> <td>24403</td> <td>001-4410-6394.000</td> <td>253.06</td> <td>0.00</td> <td>253.06</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24402	201-4425-6394.000	314.19	0.00	314.19	24403	001-4410-6394.000	253.06	0.00	253.06										
Ref#	GL Number	Gross	Discount	Amount																										
24402	201-4425-6394.000	314.19	0.00	314.19																										
24403	001-4410-6394.000	253.06	0.00	253.06																										
36621	11/19/2013 12/16/2013	0079 Void	TRACT 180 WATER COMPANY Services 09/01/13 - 10/31/13	0.00 0.00	4,559.73																									
				Check Amount	4,559.73																									
<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></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount																				
Ref#	GL Number	Gross	Discount	Amount																										
36622	11/19/2013 12/16/2013	0078 Void	TRACT 349 MUTUAL WATER CO Service - 06/15/13 - 08/15/13	0.00 0.00	369.25																									
				Check Amount	369.25																									
<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></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount																				
Ref#	GL Number	Gross	Discount	Amount																										
36623	11/19/2013	2859 Printed	UNDERGROUND SERVICE ALERT-SC DIGALERT Tickets	31.50 0.00	31.50																									
				Check Amount	31.50																									
<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>24416</td> <td>201-4425-6735.000</td> <td>31.50</td> <td>0.00</td> <td>31.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24416	201-4425-6735.000	31.50	0.00	31.50															
Ref#	GL Number	Gross	Discount	Amount																										
24416	201-4425-6735.000	31.50	0.00	31.50																										

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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																																													
36624	11/19/2013	8316 Printed	VELOZ RAMIRO Baseball Official 10/06/13	164.00 0.00	164.00																																													
<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>24406</td> <td>001-4350-6590.000</td> <td>164.00</td> <td>0.00</td> <td>164.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24406	001-4350-6590.000	164.00	0.00	164.00																																			
Ref#	GL Number	Gross	Discount	Amount																																														
24406	001-4350-6590.000	164.00	0.00	164.00																																														
				Check Amount	164.00																																													
36625	11/19/2013	9736 Printed	VILLELA ABRAHAM Baseball Official 10/16; 10/17	544.00 0.00	544.00																																													
<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>24407</td> <td>001-4350-6590.000</td> <td>544.00</td> <td>0.00</td> <td>544.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24407	001-4350-6590.000	544.00	0.00	544.00																																			
Ref#	GL Number	Gross	Discount	Amount																																														
24407	001-4350-6590.000	544.00	0.00	544.00																																														
				Check Amount	544.00																																													
36626	11/19/2013	5631 Printed	WELLS LOCK & KEY Lock Service - City Facilities	238.00 0.00	238.00																																													
<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>24408</td> <td>001-4410-6010.000</td> <td>70.00</td> <td>0.00</td> <td>70.00</td> </tr> <tr> <td>24409</td> <td>001-4020-6080.000</td> <td>55.00</td> <td>0.00</td> <td>55.00</td> </tr> <tr> <td>24410</td> <td>001-4020-6080.000</td> <td>113.00</td> <td>0.00</td> <td>113.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24408	001-4410-6010.000	70.00	0.00	70.00	24409	001-4020-6080.000	55.00	0.00	55.00	24410	001-4020-6080.000	113.00	0.00	113.00																									
Ref#	GL Number	Gross	Discount	Amount																																														
24408	001-4410-6010.000	70.00	0.00	70.00																																														
24409	001-4020-6080.000	55.00	0.00	55.00																																														
24410	001-4020-6080.000	113.00	0.00	113.00																																														
				Check Amount	238.00																																													
36627	11/21/2013	5778 Printed	KREIGER SALES Replace Pressure-Washer Engine	1,830.00 0.00	1,830.00																																													
<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>24417</td> <td>201-4425-6750.000</td> <td>1,830.00</td> <td>0.00</td> <td>1,830.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24417	201-4425-6750.000	1,830.00	0.00	1,830.00																																			
Ref#	GL Number	Gross	Discount	Amount																																														
24417	201-4425-6750.000	1,830.00	0.00	1,830.00																																														
				Check Amount	1,830.00																																													
36628	11/25/2013	9966 Printed	AT & T LONG DISTANCE CHARGES	222.40 0.00	222.40																																													
<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>24428</td> <td>001-4025-6390.000</td> <td>80.72</td> <td>0.00</td> <td>80.72</td> </tr> <tr> <td>24428</td> <td>201-4425-6390.000</td> <td>37.72</td> <td>0.00</td> <td>37.72</td> </tr> <tr> <td>24428</td> <td>510-4635-6390.000</td> <td>43.95</td> <td>0.00</td> <td>43.95</td> </tr> <tr> <td>24428</td> <td>001-4020-6390.000</td> <td>60.01</td> <td>0.00</td> <td>60.01</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24428	001-4025-6390.000	80.72	0.00	80.72	24428	201-4425-6390.000	37.72	0.00	37.72	24428	510-4635-6390.000	43.95	0.00	43.95	24428	001-4020-6390.000	60.01	0.00	60.01																				
Ref#	GL Number	Gross	Discount	Amount																																														
24428	001-4025-6390.000	80.72	0.00	80.72																																														
24428	201-4425-6390.000	37.72	0.00	37.72																																														
24428	510-4635-6390.000	43.95	0.00	43.95																																														
24428	001-4020-6390.000	60.01	0.00	60.01																																														
				Check Amount	222.40																																													
36629	11/25/2013	0552 Printed	BELL PLUMBING & HEATING NEW THERMOSTAT	285.00 0.00	285.00																																													
<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>24418</td> <td>001-4025-6765.000</td> <td>285.00</td> <td>0.00</td> <td>285.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24418	001-4025-6765.000	285.00	0.00	285.00																																			
Ref#	GL Number	Gross	Discount	Amount																																														
24418	001-4025-6765.000	285.00	0.00	285.00																																														
				Check Amount	285.00																																													
36630	11/25/2013	7019 Printed	BUSINESS CARD FINANCE CHARGE	3,418.13 0.00	3,418.13																																													
<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>24423</td> <td>001-4020-6080.000</td> <td>198.92</td> <td>0.00</td> <td>198.92</td> </tr> <tr> <td>24423</td> <td>001-4020-6080.000</td> <td>49.00</td> <td>0.00</td> <td>49.00</td> </tr> <tr> <td>24423</td> <td>001-4020-6396.000</td> <td>379.75</td> <td>0.00</td> <td>379.75</td> </tr> <tr> <td>24423</td> <td>001-4502-6145.000</td> <td>94.35</td> <td>0.00</td> <td>94.35</td> </tr> <tr> <td>24423</td> <td>001-4502-6520.000</td> <td>188.62</td> <td>0.00</td> <td>188.62</td> </tr> <tr> <td>24423</td> <td>001-4020-6080.000</td> <td>65.47</td> <td>0.00</td> <td>65.47</td> </tr> <tr> <td>24423</td> <td>001-4020-6080.000</td> <td>11.98</td> <td>0.00</td> <td>11.98</td> </tr> <tr> <td>24423</td> <td>001-4020-6080.000</td> <td>10.61</td> <td>0.00</td> <td>10.61</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24423	001-4020-6080.000	198.92	0.00	198.92	24423	001-4020-6080.000	49.00	0.00	49.00	24423	001-4020-6396.000	379.75	0.00	379.75	24423	001-4502-6145.000	94.35	0.00	94.35	24423	001-4502-6520.000	188.62	0.00	188.62	24423	001-4020-6080.000	65.47	0.00	65.47	24423	001-4020-6080.000	11.98	0.00	11.98	24423	001-4020-6080.000	10.61	0.00	10.61
Ref#	GL Number	Gross	Discount	Amount																																														
24423	001-4020-6080.000	198.92	0.00	198.92																																														
24423	001-4020-6080.000	49.00	0.00	49.00																																														
24423	001-4020-6396.000	379.75	0.00	379.75																																														
24423	001-4502-6145.000	94.35	0.00	94.35																																														
24423	001-4502-6520.000	188.62	0.00	188.62																																														
24423	001-4020-6080.000	65.47	0.00	65.47																																														
24423	001-4020-6080.000	11.98	0.00	11.98																																														
24423	001-4020-6080.000	10.61	0.00	10.61																																														

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Date: 12/23/2013  
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BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	24423	201-4425-6150.000	1,299.82	0.00	1,299.82
	24423	001-4410-6140.000	1,299.83	0.00	1,299.83
	24423	001-4155-6080.000	-181.47	0.00	-181.47
	24429	001-4410-6140.000	1.25	0.00	1.25
			Check Amount		3,418.13
36631	11/25/2013	9961 Printed	CONTRERAS JONATHAN REIMBURSEMENT - AFLAC	96.00 0.00	96.00
	Ref#	GL Number	Gross	Discount	Amount
	24419	001-4020-6810.000	96.00	0.00	96.00
			Check Amount		96.00
36632	11/25/2013	2378 Printed	ITL, INC. FUEL CITY VEHICLES	1,576.75 0.00	1,576.75
	Ref#	GL Number	Gross	Discount	Amount
	24426	201-4425-6040.000	129.79	0.00	129.79
	24426	001-4530-6040.000	201.87	0.00	201.87
	24426	001-4410-6040.000	336.09	0.00	336.09
	24426	001-4410-6040.000	412.75	0.00	412.75
	24426	201-4425-6040.000	223.51	0.00	223.51
	24426	710-6010-6585.000	55.35	0.00	55.35
	24426	510-4230-6040.000	49.60	0.00	49.60
	24426	001-4530-6040.000	167.79	0.00	167.79
			Check Amount		1,576.75
36633	11/25/2013	1978-1 Printed	OFFICE DEPOT CREDIT PLAN OFFICE SUPPLIES	219.92 0.00	219.92
	Ref#	GL Number	Gross	Discount	Amount
	24421	001-4350-6080.000	18.52	0.00	18.52
	24421	001-4020-6080.000	65.38	0.00	65.38
	24421	001-4155-6080.000	56.44	0.00	56.44
	24421	001-4020-6080.000	5.35	0.00	5.35
	24421	001-4350-6080.000	74.23	0.00	74.23
			Check Amount		219.92
36634	11/25/2013	2802 Printed	SAM'S CLUB SNACK BAR, CITY HALL,	2,268.18 0.00	2,268.18
	Ref#	GL Number	Gross	Discount	Amount
	24422	710-6010-6013.000	1,471.68	0.00	1,471.68
	24422	710-6010-6013.000	39.99	0.00	39.99
	24422	001-4020-6060.000	70.89	0.00	70.89
	24422	001-4502-6520.000	97.82	0.00	97.82
	24422	001-4310-6585.000	587.80	0.00	587.80
			Check Amount		2,268.18
36635	11/25/2013	0172 Printed	SMART & FINAL FOOD SERVICE	2,701.03 0.00	2,701.03
	Ref#	GL Number	Gross	Discount	Amount
	24420	001-4020-6060.000	34.03	0.00	34.03
	24420	510-4642-6145.000	2,667.00	0.00	2,667.00
			Check Amount		2,701.03
36636	11/25/2013	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILL	9,049.16 0.00	9,049.16

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BANK: WELLS FARGO BANK

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
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Ref#	GL Number	Gross	Discount	Amount
24427	201-4420-6318.000	126.35	0.00	126.35
24427	350-4430-6318.000	6,307.45	0.00	6,307.45
24427	001-4410-6318.000	2,615.36	0.00	2,615.36

Check Amount 9,049.16

36637	11/25/2013	0071 Printed	THE GAS COMPANY 5220 SANTA ANA.	58.53 0.00	58.53
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Ref#	GL Number	Gross	Discount	Amount
24424	001-4410-6380.000	22.51	0.00	22.51
24425	001-4020-6380.000	36.02	0.00	36.02

Check Amount 58.53

<b>Total Checks:</b>	<b>69</b>	<b>Bank Total(excluding void checks):</b>	<b>119,391.18</b>
<b>Total Checks:</b>	<b>69</b>	<b>Grand Total(excluding void checks):</b>	<b>119,391.18</b>



# AGENDA REPORT

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MEETING DATE: January 21, 2014  
TO: Honorable Mayor and Members of the City Council  
THROUGH: Finance  
FROM: Steven Dobrenen  
TITLE: **LOCAL AGENCY INVESTMENT FUND for the Month of November, 2013**

---

**RECOMMENDATION:**

It is recommended that the City Council approve the LAIF Investment Fund Report for the month of November, 2013

**LOCAL AGENCY INVESTMENT FUND**

General Account - City #98-19-225

<b>Beginning Balance as of:</b>	<b>November 01, 2013</b>	<b>\$4,900,407.85</b>
<b>Ending Balance as of</b>	<b>November 30, 2013</b>	<b>\$ 4,900,407.85</b> =====

CITY OF CUDAHY  
Cash and Investment Report November, 2013

5C

	October, 2013	Receipts	Disbursements	November, 2013
001 General Fund	2,894,429.04	306,251.47	259,301.34	2,941,379.17
040 Drug Assets Seizure Fund	5,456.26	44,888.40		50,344.66
201 State Gas Tax	784,706.85		32,319.12	752,387.73
205 ARRA-JAG	(16,143.30)			(16,143.30)
210 ISTEА	17,096.89			17,096.89
221 County АTC Gas Tax Fund	35,447.74			35,447.74
230 Traffic Congestion Fund	(18,340.36)			(18,340.36)
240 Prop 1 B - Local Street Improv.	463,813.64	370.00	370.00	463,813.64
242 Prop 42	(3,689.44)			(3,689.44)
251 Prop C	34,913.14	34,375.55	6,867.43	62,421.26
252 Prop A	472,336.74	37,868.05	3,252.63	506,952.16
253 Measure R	230,925.31	23,529.06	6,028.18	248,426.19
255 TDA	407.45			407.45
257 AQMD	18,323.57		482.90	17,840.67
260 Used Oil	6,617.07			6,617.07
261 California Beverage Container	6,706.00			6,706.00
265 Recycling Grant	14,179.51			14,179.51
270 C.O.P.S	0.00	33,185.78		33,185.78
275 CLEEP	57.48			57.48
282 State Park Clara Grant Phase 3	282.34			282.34
300 CAL Home	130,987.70		544.75	130,442.95
350 Street Lighting fund	54,366.46	3,001.23	8,261.16	49,106.53
390 Quimby Act Fund	69.30			69.30
490 CRA Capital Project Fund	(2,803.08)			(2,803.08)
510 CDBG	37,858.92	68.00	13,338.97	24,587.95
520 JAG 09/ARRA JAG	27,965.82			27,965.82
540 FEMA	(18,423.66)			(18,423.66)
610 Successor Agency	1,030,210.40		443,788.38	586,422.02
710 Youth Foundation	206,621.04	2,438.00	2,179.76	206,879.28
730 Refuse Assessment	(41,109.64)	8,353.00		(32,756.64)
	<u>6,373,269.19</u>	<u>494,328.54</u>	<u>776,734.62</u>	<u>6,090,863.11</u>
LAIF- CITY	4,900,407.85			4,900,407.85
Wells Fargo	<u>1,472,861.40</u>	<u>494,328.54</u>	<u>776,734.62</u>	<u>1,190,455.32</u>
TOTAL	<u>6,373,269.25</u>	<u>494,328.54</u>	<u>776,734.62</u>	<u>6,090,863.17</u>

Cash disbursements per November Demand and Payroll Reports:

AP disbursements	119,391.18
Payroll - November 14, 2013	122,273.56
Payroll - November 27, 2013	81,305.92
Successor Agency - ROPS distributions	443,386.00
Add: Total Bank charges in November, 2013	1,450.41
Add: Special event charges paid by credit card	1,517.28
Add: Voided and re-issued checks	7,410.27
Total Cash Disbursements per November Cash & Investment Report	<u>776,734.62</u>



# AGENDA REPORT

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MEETING DATE: January 21, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Steven Dobrenen, Director of Finance

THROUGH: Henry Garcia, Interim City Manager

TITLE: **State Mandate Claim Preparation Services – Fiscal Year 12/13**

---

## RECOMMENDATION:

It is recommended that the City Council approve the contract with Cost Recovery Systems of \$7,000 for State Mandate Claim Preparation Services for Fiscal 12/13.

## BACKGROUND/DISCUSSION:

California Government Code sections 17500 through 17617 provide for the reimbursement of costs incurred by local agencies for costs mandated by the State. These are costs that local agencies are required to incur after July 1, 1980, as a result of any statute enacted after January 1, 1975, or any executive order implementing such statute which mandates a new program or higher level of service of an existing program.

Annette Chinn is the President of Cost Recovery Systems, Inc. and was hired under previous contract authority of the City Manager to file the City's state mandated reimbursement claims for fiscal year 11/12. The contract to file claim for fiscal year 11/12 was given an authorization of \$7,750.

Mandates/Program claims for fiscal year 12/13 must be filed with the State of California by February 18, 2014.

Ms. Chinn of Cost Recovery Systems, Inc. has indicated that approximately \$32,000 can be claimed for State Mandated costs for fiscal year 12/13 relating to the following programs.

- Municipal Stormwater
- Domestic Violence Victim Assistance
- Domestic Violence Arrest Policies
- Identity Theft

## Attachment:

1. Proposed Scope of Work – Project Number 14-19225

## ATTACHMENT A-3 Proposed Scope of Work

Eligible Claims By Claiming Category	Eligible Fiscal Years	Claiming Deadline	Proposed Fee
<p><b><u>Annual Claims</u></b></p> <ul style="list-style-type: none"> <li>- Administrative License Suspensions</li> <li>- Domestic Violence Arrest Policies</li> <li>- Domestic Violence Victims Assistance</li> <li>- Identity Theft</li> <li>- Local Government Employee Relations</li> <li>- Municipal Stormwater &amp; Urban Runoff (Cities in LA County Only)</li> </ul>	<p>2012-13 (actual)</p>	<p>2/15/14</p>	<p style="text-align: center;">\$1,750</p> <p>Fixed Fee for a maximum of 4 total claims submitted this fiscal year</p> <p>Each additional claim prepared will be billed at \$400 per claim</p>
<p><b><u>Expected New Claims Due in FY 2013-14:</u></b></p> <ul style="list-style-type: none"> <li>- Childs Abuse Investigation Reports (ICAN)</li> </ul>	<p>1999-00 2000-01 2001-02 2002-03 2003-04 2004-05 2005-06 2006-07 2007-08 2008-09 2009-10 2010-11 2011-12 2012-13</p>	<p>Expected due date prior to 6/30/13</p>	<p>Each additional New Claim prepared will be billed at \$400 per claim</p>

**METHOD OF PAYMENT FOR ANNUAL CLAIMS:**

Payment in the amount of \$7,000 (seven thousand dollars) shall be billed after the claims are submitted to the State for reimbursement. Payment shall be due upon receipt of an invoice from the CONSULTANT.

AND

**METHOD OF PAYMENT FOR NEW CLAIMS:**

The City shall be billed \$400 for each new claim prepared and submitted to the State..

**Accepted by:**

City of Cudahy

Cost Recovery Systems, Inc.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Annette S. Chinn

\_\_\_\_\_  
Title

President

Date: \_\_\_\_\_

Date: 1-7-14

**State Mandate Reimbursement Claims Status Report: 2012-13 Contract**  
**Cost Recovery Systems**  
**CUDAHY**

Claim Filed	Fiscal Year	Amount Claimed	Date Paid	Amount Paid	% Paid per SCO
Crime Statistics Reporting, Prog. 310	2011-12	\$ 5,755			
Domestic Violence Arrest Policies, Prog. 167	2011-12	\$ 2,920			
Domestic Violence Victim Assistance, Prog. 274	2011-12	\$ 1,007			
Identity Theft, Prog 321	2011-12	\$ 5,591			
Municipal Stormwater, Prog 314	2011-12	\$ 18,590			
Open Meetings Act, Prog. 219	2011-12	\$ 21,109			
<b>GRAND TOTAL CLAIMED</b>		<b>\$54,972</b>			
<b>Amount Paid to Date</b>		<b>\$0</b>			

**State Mandate Reimbursement Claims Receipt**

**City of Cudahy**

*February 15, 2014*

<u>Mandate/Program</u>	<u>Amount Claimed</u>
<b>Municipal Stormwater, Prog 314</b> Actual 2012-13	\$ 19,006
<b>Domestic Violence Victim Assistance, Prog. 274</b> Actual 2012-13	\$ 1,544
<b>Domestic Violence Arrest Policies, Prog. 167</b> Actual 2012-13	\$ 4,478
<b>Identity Theft, Prog 321</b> Actual 2012-13	\$ 7,710
<hr/>	
<b>Total Claimed</b>	<b>\$ 32,738</b>

*The following claims were submitted to and received by the State Controller's Office  
by Cost Recovery Systems on behalf of the City of Cudahy*

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_



# AGENDA REPORT

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MEETING DATE: January 21, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: City Manager's Office

FROM: Jessica Balandran, Senior Administrative Analyst

TITLE: **PROFESSIONAL CONSULTANT SERVICES FOR INFORMATION TECHNOLOGY SERVICES**

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## RECOMMENDATION

It is recommended that the City Council approve a one-year (1) contract with IT Systemhouse, Inc. to provide professional consultant services for information technology (IT) services.

## SUMMARY

The current contract with IT Systemhouse, Inc. has reached the city manager's contractual authority. Therefore, the City has solicited IT professional services through a formal Request for Proposals (RFP). IT Systemhouse, Inc. has been selected by a selection committee as the best qualified consultant for the contract.

## FISCAL IMPACT

As detailed in the 2013-2014 City budget, \$40,000.00 for professional IT services has been allocated in the general fund under the city hall operations department (4020) within the classification of office equipment maintenance (6370.00). The current year to date expense for professional IT services is \$19,200.00 (July 2013 – December 2013). The projected spending for IT services is \$19,200.00 (January 2014 – June 2014).

## BACKGROUND/DISCUSSION

Due to unforeseen circumstances, the previous IT services consultant, Better Bytes, was terminated. Therefore, the City entered into a temporary contract with IT Systemhouse, Inc. under the existing City Manager's contractual authority of \$10,000.00 on or about April 2013.

On November 5, 2013 City Council approved the process for solicitation of information technology (IT) professional services through a formal RFP. The RFP was published on November 30, 2013 and closed on December 20, 2013 at 3:00 p.m.

We received two proposals: IT Systemhouse, Inc. submitted on December 20, 2013 at 9:49 a.m. and Ricoh USA, Inc. submitted on December 20, 2013 at 3:06 p.m. (past the 3:00 p.m. deadline).

Proposals were reviewed by a selection committee on December 26, 2013. Ricoh USA, Inc. was reviewed despite the late submission. The committee concluded that IT Systemhouse, Inc. was the best qualified responsive bidder.

Ricoh submitted a no bid proposal. Ricoh submitted 14 questions on December 9, 2013 at 2:35 p.m. Staff responded to Ricoh on Monday, December 16, 2013 to eight (8) of the fourteen (14) questions. Only eight (8) questions were answered due to the nature of expertise necessary to address the inquiries. Staff was unable to contact the current IT services provider to answer Ricoh's questions for risk of a conflict of interest since IT Systemhouse, Inc. was also submitting a proposal.

A formal amendment with questions and answers was sent to potential proposers and posted on the City's website on December 16, 2013. The amendment is included on attached RFP (Exhibit A).

IT Systemhouse, Inc. will provide professional consultant services for Information Technology Services at \$3,200.00 a month. This will include unlimited, as needed, hours of on-site and remote technical services, plus 32 hours of Information Technology Director Services per month. All on-site and remote technical services will be conducted during City Hall's normal business hours. Remote monitoring services will be performed 24 hours 7 days a week. Jobs performed after hours, on weekends and holidays initiated and requested by the City are optional. They will be billed at \$76 per hour, 20% off the regular rate of \$95. Special projects will be billed at \$76 per hour or at a fixed project price agreed by the City and IT Systemhouse at the time. Examples of special projects are: 1. Pulling new computer cable 2. Implementation of new financial system 3. Relocate offices.

## **ATTACHMENTS**

**Exhibit A:** Request For Proposals – Professional Consultant Services for Information Technology Services (November 30, 2013) including Sample Contract and Amendment (December 16, 2013)

**Exhibit B:** IT Systemhouse, Inc. submitted on December 20, 2013 at 9:49 a.m.

**Exhibit C:** Ricoh USA, Inc. submitted on December 20, 2013 at 3:06 p.m.

# **EXHIBIT A**

**Request For Proposals – Professional Consultant Services for Information  
Technology Services (November 30, 2013) including Sample Contract and  
Amendment (December 16, 2013)**



## **CITY OF CUDAHY REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that separate sealed proposals from qualified professional consultants will be received at the City of Cudahy City Hall, 5220 Santa Ana Street, Cudahy, CA, 90201, phone (323) 773-5143 until 3:00 p.m. on Friday, December 20, 2013 for the following:

### **"REQUEST FOR PROPOSALS - PROFESSIONAL CONSULTANT SERVICES FOR INFORMATION TECHNOLOGY SERVICES"**

All proposals must be sealed and clearly identify the consultant's name and address.

The City of Cudahy hereby notifies all consultants that it will affirmatively insure any contract entered into pursuant to this invitation, the City will not discriminate against any consultant on the grounds of race, color, sex or national origin in consideration of this award.

All proposals in response to this invitation are deemed public records and may be subject to disclosure upon request. The City reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposals received, and to be the sole judge of the merits of the proposals received.

All questions relative to this proposal must be submitted in writing via e-mail to:

Jessica Balandran

[jbalandran@cityofcudahyca.gov](mailto:jbalandran@cityofcudahyca.gov)

All questions should be submitted in a timely manner so that they can be answered though an addendum if necessary. Final day to submit questions is **Monday, December 9, 2013 at 3:00 PM**. All proposers interested in receiving an email update please send your email to the above email address.

DATED:	November 26, 2013
POSTED:	November 26, 2013
PUBLISHED:	November 30, 2013
CLOSING:	December 20, 2013

Proposal and amendments to proposals received after the date and time specified will not be accepted and will be returned to the Proposer unopened.

**4. Scope of Services and Responsibilities**

This RFP is to procure the services of a qualified and experienced firm to perform work including, but not limited, to the following: provide 24 hours /7 days a week information technology support services to maintain the City's computers, network file servers, network application servers, storage servers, firewalls, internet connections, wireless networks, websites, private cloud/hosted servers, public cloud services, specialized applications and databases, remote user access, help desk system, and associated software applications.

<b>Tasks</b>	<b>Frequency</b>
Manage all network servers (5), computers (40), storage servers (2), firewalls (2), Internet connections (2), wireless networks (3), website (1), private cloud/hosted servers (2) and public cloud services (2).	24/7
Troubleshoot onsite, field office and remote staff problems as needed.	24/7
Assist new and existing employees and temp staff/consultants with onsite and remote connections to the shared network drives and files.	As needed
Perform onsite network, server, storage and desktop administration tasks as required.	As needed
Installation and configuration of servers, firewalls, desktops, laptops, phones, tablets, printers, standard network devices, software, etc.	As needed
Installation and configuration of software upgrades as required.	As needed
Perform troubleshooting and maintenance on all office computer, printers, and other equipment.	As needed
Perform daily administrative tasks such as managing network, cloud and email logins, network security, and printing.	Daily
Monitor and manage all server, storage and firewall event logs.	Daily
Monitor and manage server, storage, firewall and internet performance.	Daily
Monitor and manage network backups, restore testing and logs.	Daily
Manage network and server security to ensure protection.	Daily
Monitor and manage cloud email and internal server SMTP email connection.	Daily
Add email and cloud user accounts as needed.	As needed
Add network users to the directory servers as needed with correct security settings.	As needed
Monitor and manage T-1, Cable Business Class Internet and Fiber Internet connections and coordinate with service providers.	Daily
Manage Internet services for registering resources, website and domain names and Internet addresses.	As needed
Manage and monitor website hosting and access.	As needed

Provide anti-virus and anti-malware licenses to all City's computing devices. Licenses must be commercial grade paid subscriptions with one of the leading vendors. Monitor and manage anti-virus products for desktops, servers, email and SMTP scanner.	As needed
Perform periodic anti-virus upgrades and virus file updates.	Daily
Perform other network and desktop management functions such as telephone and voicemail interfaces to network.	As needed
Support and troubleshoot City's financial system. Contact and correspond with software development vendor for system errors.	As needed
Maintain clean work environment for the computer room (servers, patch panel, hub, etc.).	As needed
Manage and renew all software license and support, hardware warranty and support agreements.	As needed
Contact and correspond with third party vendors for equipment warranty and software support items.	As needed
Submit monthly report including all activities, service items, repairs and problem log.	Monthly
Work with consultant network administrators, software and hardware product support staff.	As needed
Prepare monthly summary which includes detailed tasks performed - audit of work done.	Monthly
Mobile – Configure users phones and tablets to access email and network VPN.	As needed
Web Development - support and coordinate with third party for web site redesigns, transfers and updates.	As needed
Information Technology Director Services – Key personnel assigned to this role acts as the City's Director of Information Technology. She/he will provide IT strategic planning, IT disaster recovery planning, as well as IT consulting services to the City.	32 hours per month

**5. Type and Length of Contract**

The City anticipates awarding the contract for a term of 12 months. The City will authorize work, as funds are available. The City may extend the contract by amendment.

The contract resulting from this RFP, if awarded, is a monthly fixed-price lump sum contract subject to cancellation and renewal.

**6. Addenda to the RFP**

Any changes to the requirements of this RFP by the City will be made by written addenda and posted online on the City website. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Proposers will be required to document they are aware of all addenda issued by the City in their proposal.

**7. Cost of Proposal Preparation**

Any party responding to this RFP shall do so at their own risk and cost. The City will not be liable for any pre-contractual expenses incurred by any Proposer who elects to submit a proposal in response to this RFP or by any Proposer that is selected.

**8. Basis for Award of Contract**

A Selection Committee will select the best-qualified consultant for the contract. Should negotiations, regarding a fair and reasonable price take place; the Selection Committee will enter negotiations with the selected consultant.

The submittals will be evaluated based upon several factors: format, organization, presentation, qualifications and experience.

**9. Required Format for Proposals**

The City requires all proposals submitted in response to this RFP to follow a specific format. Interested firms must submit six (6) original proposals and one (1) copy of the file to be provided on compact disc in a sealed labeled envelope.

The proposal, including appendices must not exceed 20 pages on 8.5" x 11" paper (11" x 17" paper can be used to display organizational charts). Font size must be at least 12 point for text or 8 point for graphics. Dividers used to separate sections will not be counted as pages.

**Cover Letter/Executive Summary**

Provide an executive summary detailing your project team, qualifications and experience. The cover letter should be signed by a person with the official authority to bind the company. The letter must also include the name, address, telephone number, email address, title and signature of the firm's contact person for this proposal and state that the submittal is valid for 90 days. An acceptance to the City's standard contract should also be included.

**Approach**

Provide a narrative in which the firm indicates their understanding of what is being requested by the City in this proposal, including the work they will accomplish, and noting any work items that normally will be accomplished under this request but are not part of this proposal. In addition, include the methodology, approach, work plan and timelines, which would be used to complete the scope detailed in the proposal.

**Qualifications of Firm**

- Explain the ability of the Proposer to perform the required scope of services
- Provide firm's capabilities, qualifications and experience related to the scope of services
- Provide a list of previous, current and similar projects in which the Proposer and sub consultants have worked. This list should clearly identify each project, roles, and responsibility of each party.
- Provide information on the strength and stability of the Proposer
- Provide current workload.
- Provide record of meeting schedules on similar scope of services.

- Provide examples of cost savings to previous clients.

#### **Proposed Staffing and Project Team**

This section should establish qualifications and experience of staff that will be assigned to this City. Also, identify key personnel to be assigned and their qualifications and experience.

#### **Other Information to Include**

- Education, experience and applicable professional credentials of proposed staff
- Provide the identity of key personnel proposed: person's name, current location, proposed position, current assignment, level of commitment, and how long each person has been with the firm.
- A statement that key personnel will be available for the duration of the scope of services and acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written notification to the City.
- It is important that proposed key personnel have the background, experience and qualifications to perform the work detailed in the scope of services.

#### **References**

Provide three (3) public agency references for similar assignments.

#### **Insurance**

Provide a copy of the firm's current insurance certificates, as detailed in the attached sample contract.

#### **10. Consultant Selection Methodology**

The Selection Committee will select the most qualified consultant for the contract. The submittals will be evaluated based upon several factors: format, organization, presentation, qualifications, experience, interview and reference checks.

#### **11. Fee Proposal**

Two (2) copies of a Fee Proposal must be submitted in a separate sealed envelope, plainly labeled "Fee Proposal" with the name of the company.

The "Fee Proposal" should include the monthly fixed-price proposed by the consultant for the scope of services and estimated number of hours.

Upon completion of the preliminary evaluations, "Fee Proposals" will be opened.

#### **12. General Terms and Conditions**

A copy of the City's sample contract is included in this RFP. The selected consultant will be required to sign this contract upon selection. Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance in the cover letter, or list their objections and requested revisions for City's consideration.

#### **13. Minimum Insurance Requirements**

The Consultant shall not commence Work under this agreement until it has provided evidence satisfactory to the City that it has secured all insurance required by the City. In addition, the

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required.

The Consultant shall, at its own expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Agreement by the Consultant. The Consultant shall meet at least the minimum levels as detailed in the attached sample contract.

#### **14. Rights of the City**

The City reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related services by other means; to modify the scope of services; to modify the City obligations or selection criteria or take other actions needed to meet the City's goals. All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be the sole responsibility of the respondent.

The City also reserves the right to the following:

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities of any proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone proposal openings for its own convenience.
- The right to omit or add to the pre-defined scope of services.
- The right to request or obtain additional information about any and all proposals.
- The right to conduct a background check of any Proposer. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential candidate.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of the City decisions and the schedule for presentations.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.

This RFP is not a contract or commitment by the City, it does not commit the City to enter into negotiations with any firm and the City makes no representations that any contract will be awarded to any firm that responds to this RFP.

Proposals received by the City are public information and will be made available to any person upon request after the City has completed the proposal evaluation.

#### **Withdrawal of Proposals**

Proposals may be withdrawn by submitting written notice to the City's contact person at any time prior to the submittal deadline. Upon submission, the Proposal shall become property of the City.

**15. California Public Records Act Disclosures**

The Proposer acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempt by law. If the Proposer believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until negotiations are successfully concluded.

**16. Disclaimers**

This RFP is not a contract or a commitment of any kind by the City and does not commit the City to enter into negotiations, or to accept any part of any proposal. The contents of this RFP and any and all attachments are not warranted or guaranteed by the City, and respondents are urged to make independent investigations and evaluations, as they deem advisable and to reach independent conclusions concerning statements made in this RFP.



**PROFESSIONAL SERVICES AGREEMENT**  
**( \_\_\_\_\_ - Services)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_ day of \_\_\_\_\_ (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("CITY") and \_\_\_\_\_, a California Corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I.

**ENGAGEMENT TERMS**

- 1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Work"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.
- 1.2 **PROSECUTION OF WORK:** The Parties agrees as follows:
- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within [AMOUNT] (X) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than [AMOUNT] (XXX) calendar days from the issuance of the Notice to Proceed (the "Completion Date");
  - B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
  - C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT or its sub consultants, to have related services or tasks completed in a timely manner;
  - D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
  - E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- 1.3 **COMPENSATION:**
- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the work schedule which will be mutually determined.

- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of [AMOUNT] DOLLARS (\$XXXXX.00) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.
- 1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 **ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate accounting records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. All other "Documents and Data" as defined in paragraph 6.1 shall be and remain the property of the City.
- 1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager and [ADDITIONAL REPRESENTATIVE, AS NEEDED] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates [CONSULTANT REPRESENTATIVE] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and

Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the CITY Representatives, at their sole discretion, to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

- D. **Errors & Omissions Insurance:** For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV.  
INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.  
TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of

any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

## 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; and (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state or local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement, representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

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

## VI. MISCELLANEOUS PROVISIONS

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

Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the Federal False Claims Act, 31 U.S.C. section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

<b>CONSULTANT:</b>	<b>CITY:</b>
[REPLACE WITH Business Name of Consultant]	City of Cudahy
[REPLACE WITH Business Address]	5220 Santa Ana Street
Attn: [REPLACE WITH Name/Title of Consultant's chief contact]	Cudahy, CA 90201
Phone: [REPLACE WITH Phone Number]	Attn: City Manager
Fax: [REPLACE WITH Fax Number]	Phone: (323) 773-5143
Email: [If available, REPLACE WITH e-mail or simply delete]	Fax: (323) 771-2072

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which is not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF CUDAHY:**

**[NAME OF CONSULTANT]:**

By: \_\_\_\_\_  
Jack Guerrero, Mayor

By: \_\_\_\_\_  
[REPRESENTATIVE NAME, TITLE]

**ATTEST:**

By: \_\_\_\_\_  
Angela Bustamante, Deputy City Clerk

**APPROVE AS TO FORM:**

By: \_\_\_\_\_  
Rick Olivarez, City Attorney



# CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

P.O. Box 1007  
5220 Santa Ana Street  
Cudahy, California 90201-6024  
(323)773-5143  
Fax: (323) 771-2072

December 16, 2013

## **AMENDMENT TO REQUEST FOR PROPOSALS - PROFESSIONAL CONSULTANT SERVICES FOR INFORMATION TECHNOLOGY SERVICES**

Please find questions and answers submitted by all proposers for the **REQUEST FOR PROPOSALS - PROFESSIONAL CONSULTANT SERVICES FOR INFORMATION TECHNOLOGY SERVICES**

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1) Is city management familiar with the WSCA / State of California contract and would city management prefer to utilize this existing agreement?

**ANSWER:** City Staff is not familiar with WSCA or any of the mentioned contracts. This will be handled and will be at the discretion of our City Attorney and management.

2) What is the current processing environment (PC, Mac, etc.)?

**ANSWER:** All of the computers owned by the city are PC's or Windows based.

3) What level of support is expected in regards to performing network management functions such as telephony and voicemail interfaces to network?

**ANSWER:** The City expects IT to perform any necessary network management. IT will be responsible in providing any solutions to current issues.

4) Regarding maintaining a clean work environment in the computer room.

a) Are there expectations to perform ongoing cable routing?

**ANSWER:** Yes.

b) Are we also expected to perform dusting or other housekeeping services in the computer room?

**ANSWER:** Due to the nature of the current computer room, IT will be held responsible for the maintenance of the server, router, and other similar equipment. Other materials stored in the computer room will be the City's responsibility.

**5)What types of firewalls are currently utilized?**

**ANSWER:** That information is not readily available.

**6)How does city management currently surveillance the network and systems after hours?**

**ANSWER:** Due to security issues, the City will not disclose this information.

**7)In regards to the task, "troubleshoot onsite, field office and remote staff problems as needed:"**

a) For example, do you expect a professional on site at all times (24/7) to care for these tasks?

**ANSWER:** No. The City does not need someone in-house. IT should have enough staff available to service the City during business hours if needed on-site.

b) Define "24/7" in terms of "onsite" and "at remote" surveillance?

**ANSWER:** IT should have staff available to service the City during business hours. They should also have software available to access users "remotely," in an effort to address and fix issues immediately.

**8) In terms of hardware and software, (servers, firewalls, desktops, laptops, phones, scanners, tablets, printers, standard network devices, software, etc...) please define the types, and name the brands that you will expect service.**

a) May city management provide the results of the workplace survey that was utilized to develop the RFP? This document typically details the current IT environment and specifies all hardware, software, etc. that were taken into consideration during the development of the RFP.

**ANSWER:** This information is not readily available.

**9)What back-up solution is there? Please elaborate on the type of system (example: data, and/or image back-up).**

**ANSWER:** This information is not known by staff.

**10)Clarification on the cloud, and servers.**

a) What cloud, and servers are there?

**ANSWER:** There are no Cloud servers, there is only one on-site server in the computer room.

**b) What type of support is expected?**

**ANSWER: IT is expected to provide all levels of support.**

**c) What applications are connected to the cloud and servers?**

**ANSWER: Microsoft Outlook.**

**d) What do they contain that requires management?**

**ANSWER: Email accounts, documents, and other user information.**

**11)What is the scope of service expected for the Simple Mail Transport Protocol (SMTP)?**

**ANSWER: This information is not readily available.**

**12)Will support be required for any emergency services areas? If so, at what level?**

**ANSWER: This information is not readily available.**

**13) Is there an incumbent service provider at this point and have they committed to a smooth transition?**

**ANSWER: The current IT company has made a smooth transition.**

**14)Will the winner of this RFP be expected to manage the relationship with third party software/hardware providers in respect to software/hardware issues that arise?**

**ANSWER: IT is expected to deal with third party providers for technical purposes only. The City will be responsible for the decision making and negotiations.**

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# **EXHIBIT B**

**IT Systemhouse, Inc. Proposal  
submitted on December 20, 2013 at 9:49 a.m.**



500 N. First Ave., Suite 7, Arcadia, CA 91006

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info@itsystemhouse.com  
www.itsystemhouse.com

December 16, 2013

Richard Polanco, Jr.  
President, IT Systemhouse, Inc.

Angela Bustamante  
Deputy City Clerk  
City of Cudahy  
5220 Santa Ana Street  
Cudahy, CA 90201

Dear Ms. Bustamante,

We have prepared the attached Proposal for Professional Consultant Services for Information Technology Service for your consideration.

#### **Executive Summary**

IT Systemhouse, Inc. is an information technology solution provider with its main office located in Arcadia, CA. Since its establishment in 2007 as BCS Infosys, LLC, IT Systemhouse, Inc. (Incorporated and name changed in 2009) has had a solid track record providing service excellence to numerous clients spanning across many industries and the public sector. The co-founder, Mr. Lee, has over 25 years of IT experience including 17 years with the US government in senior IT management positions. He will be assigned to the City as the IT Director. Mr. Lucas, the network engineer and senior technician assigned to the team, has a BS degree in Information System Security and was in the Navy working with the radar system. Mr. Nelson, the service manager and technician, is a certified computer technician with years of hands on experience. The team is currently assigned to the City of Cudahy on a similar IT project so they are very familiar with the city's system and have earned good feedback from the users.

Our technical contact person for this proposal is Mr. Kevin Lee, who is a senior consultant of the company. Mr. Lee can be reached by phone at 626-628-6118. His email address is kevin@itsystemhouse.com. Our account contact person for this proposal is Mr. Richard Polanco Jr., President. He can be reach at 626-319-0154. His email address is



richard@itsystemhouse.com and mailing address is 500 N. First Ave., Suite 7, Arcadia, CA 91006.

IT Systemhouse understand that this RFP was published on November 26, 2013 and an amendment was published on December 16, 2013. If IT Systemhouse is selected by the City for this service contract, IT Systemhouse will accept the City's standard contract terms and condition. The attached proposal is valid for 90 days from December 20, 2013.

If you have any questions, please contact me at 626-319-0154.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Peluso Jr.' with a stylized flourish at the end.

Enclosure: Proposal Documents

# Approach

IT Systemhouse takes the responsibility of managing all IT related operations and activities of the City. It is IT Systemhouse's duty to work with the City's staff and vendors to ensure a smooth operation of the City's computer system and network.

## **IT Systemhouse's Work Plan for the City in the first 30 days:**

- Establish an Information Technology Team headed by an IT Director within the City Office. The consultant in this role will commit 32 hours per month to this task as requested by the City (See attachment A for the organizational chart).
- Perform IT asset inventory.
- Perform network analysis.
- Document the City's IT environment.
- Establish a help desk with a web based online ticketing system (See attachment B for the Portal).
- Perform network security study & implement Security Management System
- Establish a network monitoring operation to provide 24/7 coverage (See attachment C for the system screen shot).

## **City staff will be able to report IT related issues by:**

1. Calling 626-626-7171 ext. 13 (a dedicated extension for City users)
2. Email [Cudahy@itsystemhouse.com](mailto:Cudahy@itsystemhouse.com) to have a ticket created.
3. Submit request using a web based online help desk portal. Each user has their own account for request updates and ticket tracking.

## **On-going General Tasks:**

- I. Manage all 5 network servers, 40 computers, 2 storage servers, 2 firewalls, 2 Internet connections, 3 wireless networks, 1 website, 2 private cloud/hosted servers and 2 public cloud services by a team of highly experienced IT professional assigned to the City. The team uses one of the best network monitoring systems to provide 24/7 coverage as requested.
- II. Troubleshoot onsite, field office and remote staff problems as needed. Staff will be provided with access to a help desk via phone, email, ticketing system web portal, as well as in person. Help desk staff will

- provide support either remotely by phone, online remote, or onsite at the user's office. This service is provided 24/7 as requested.
- III. The team will provide assistance to new and existing employees and temp staff/consultants with on site and remote connections to the shared network drives and files when needed.
  - IV. The team will perform all necessary onsite network, server, storage and desktop administration tasks to ensure a smooth operation of the City's computer network.
  - V. The team will perform installation and configuration of servers, firewalls, desktops, laptops, phones, tablets, printers, standard network devices, and software etc. when needed.
  - VI. The team will install and configure software upgrades as required.
  - VII. The team will perform troubleshooting and maintenance on all office computer, printers and other equipment when needed.
  - VIII. The team will perform daily administrative tasks such as managing network, cloud and email logins, network security, and printing either onsite or remotely on a daily basis.
  - IX. The team will monitor and manage all server, storage and firewall event logs to maximize up time of City's network on a daily basis.
  - X. The team will monitor and manage server, storage, firewall and Internet performance on a daily basis.
  - XI. The team will monitor and manage network backups, restores testing and logs on a daily basis.
  - XII. The team will manage network and server security to ensure protection on a daily basis.
  - XIII. The team will monitor and manage cloud and internal sever SMTP email connection on a daily basis.
  - XIV. The team will add email and cloud user accounts as needed.
  - XV. The team will add network users to the directory servers as needed with correct security settings as needed.
  - XVI. The team will monitor and manage T-1, Cable Business Class Internet, DSL, and Fiber Internet connections and coordinate with service providers on a daily basis.
  - XVII. The team will manage Internet services for registering resources, website and domain names and Internet addresses when needed.
  - XVIII. The team will manage and monitor web site hosting and access on a daily basis.
  - XIX. IT Systemhouse will provide the City with commercial grade paid anti-virus and anti-malware subscription licenses with one of the leading vendors in the industry. The licenses will be installed on all City's computing devices. The team will monitor and manage anti-virus products for desktops, servers, email and SMTP scanner on a daily basis.
  - XX. The team will perform periodic anti-virus upgrades and virus file updates as needed.
  - XXI. The team will perform other network and desktop management functions such as telephone and voicemail interfaces to network as needed

- XXII. The team will support and troubleshoot City's financial system. Contact and correspond with software development vendor for system errors as needed.
- XXIII. The team will maintain clean work environment for the computer room (servers, patch panel, hub, etc.) as needed.
- XXIV. The team will manage and renew all software license and support, hardware warranty and support agreements.
- XXV. The team will contact and correspond with third party vendors for equipment warranty and software support items as needed.
- XXVI. The team will submit monthly report including all activities, service items, repairs and problem log to City management every month.
- XXVII. The team will configure user phones and tablets to access email and network VPN as needed.
- XXVIII. The team will support and coordinate with third party for web site redesigns, transfers and updates as needed.
- XXIX. IT Systemhouse will assign a senior consultant to act as the City's Director of Information Technology. The senior consultant will provide IT strategic planning, IT disaster recovery planning and IT consulting services to the City. The consultant will also represent the City in IT related meetings, assist in preparing an annual list of IT purchases and help develop criteria to prioritize these items. The assigned IT Director will provide a minimum of 32 hours of services to the City.

## Qualifications of Firm

IT Systemhouse, Inc., with an office located in Arcadia, CA, is 30 minutes away from the City Hall of Cudahy. IT Systemhouse is a full service IT solution provider targeting the Information Technology Department outsourcing market with concentration in public sector and non-profit organizations. The company is a California certified minority owned cooperation with 8 staff members including two account managers and six consultants serving clients in Los Angeles County since 2007 as BCS Info, LLC. In 2009, it was incorporated and the name changed to IT Systemhouse, Inc. The company recently signed a three year lease contract for its office in Arcadia, CA at a very favorable rate. The company is committed to provide excellent IT services to private and public clients in Southern California.

IT Systemhouse's co-founder, Kevin Lee, served as an Information System Chief, IT Director, IT Manager, IT Supervisor for various public agencies including the LA County Department of Public Health, Department of Health Services, Rancho Los Amigos Medical Center, King Drew Medical Center, and a few other public agencies for over 17 years before cofounded

BSC Infosys, LLC in 2007 and served as its Managing Partner. While working for the Department of Public Health as the Chief of Information System, Mr. Lee was the Project Director for the information technology portion of the multi-million dollar 911 Homeland Security and Bioterrorism Preparedness Grants. Mr. Lee also managed various IT projects while in charge of some of the biggest IT operations serving thousands of internal computer users in Los Angeles County Government.

The IT Systemhouse team assigned to this new contract is currently serving the City of Cudahy in a similar capacity and the members are very familiar with the network system in place. Since took over the system in early 2013, the team has stabilized the network and completed the following projects:

1. Migrated the Internet from a 1.5 MB per second connection to one with 50MB and reduce the cost by 65%.
2. Migrated the City email system from an in-house server to Office 365. While the new system costs the City approximately \$120 per month, the new system provides a much more reliable message system without the needs to purchase hardware and software in the coming years. This will save the City 20% over four years.
3. Migrated the City to a Cisco based Voice over IP business phone system and reduced the monthly cost by 25%

IT Systemhouse currently have monthly service contracts with the following clients and our team of consultants operates all IT activities and assets on behalf of the clients. Each client is assigned a team headed by an IT Director, Service Manager, Network Engineer, Senior Technician, and Technician. Each account is also managed by an Account Manager.

1. City of South El Monte (IT Department Outsourcing)
2. City of Cudahy (IT Department Outsourcing)
3. Arcadia Chamber of Commerce (IT Department Outsourcing)
4. Pacifica Services Inc. (IT Department Outsourcing)

IT Systemhouse provided IT Department Outsourcing services to Atlantic Health Services, Max 360 Entertainment Inc., and Arcadia City Credit Union in the past. These monthly contracts were reduced to as needed hourly service due to financial condition of these clients. IT Systemhouse also

provide hourly as needed professional IT services for approximately twenty customers in Los Angeles County.

IT Systemhouse uses the best technology in the industry to run our clients' IT operation. That results in a high performance system at lower operating cost. We have never lost a client due to poor performance by our staff.

## **Proposed Staffing and Project Team**

### **Account Manager – Richard Polanco Jr.**

Mr. Polanco is the Account Manager for this IT Services Contract with the City of Cudahy. Before joining IT Systemhouse in 2011, he was with PFI Tech in City of Commerce and Oracle Corp in El Segundo as well as a few other technology companies in Southern California.

### **Project Manager / Director of IT - Kevin Lee**

Mr. Lee will be assigned the role of the Project Manager and the Director of Information Technology for the City of Cudahy. He is a senior consultant of IT Systemhouse, Inc. From 2007 to 2009, he was a managing partner of BCS Infosys, LLC. Prior to that, he served as the Chief of Information System for County of Los Angeles Department of Public Health, a 4,300 employee government agency with an annual budget over 500 million dollars. A copy of Mr. Lee's resume is included in attachment D.

### **Network Engineer / Senior Technician - Michael Lucas**

Mr. Lucas will be assigned the role of the Network Engineer and senior technician for the City of Cudahy. He is the Manager of Network Services of IT Systemhouse, Inc. He was with Dental System Inc. and Personal Computer Solutions. He was with the US Navy in the 90s. A copy of Mr. Lucas's resume is included in attachment D.

### **Help Desk Manager / Technician - Derek Nelson**

Mr. Nelson will be assigned the role of the Help Desk Manager and technician for the City of Cudahy. He is the Service Manager of IT Systemhouse, Inc. He was with Personal Computer Solutions prior to that. A copy of Mr. Nelson's resume is included in attachment D.

The four members of the team have committed to this proposed service contract for at least 12 months and no team member designated shall be

removed or replaced without the prior written notification to the City. This team is currently providing similar IT services to the City of Cudahy with positive feedback from the city staff. Mr. Lee, the team leader, has 17+ years of experience in public sector IT field including 10 years in senior IT management. His experience in government IT makes him the best candidate to act as Cudahy's IT Director.

## References

IT Systemhouse currently has an IT Department outsourcing contract with the City of South El Monte. The service contract allows the City to receive Fortune 500 level IT services without having its own IT staff/department. IT Systemhouse provides the City with a Help Desk, wired network/wireless network/firewall/internet connection management, file/storage/network server management, website monitoring, remote and on-site desk side user support, vendor management, short term/long term planning, technology consultation, and telecom management. We are also in the process of migrating some of the existing systems to private/public cloud and hosted servers. The City's network is now under 24 hours/7 days monitoring. The City pays IT Systemhouse a fixed monthly fee similar to the proposal to Cudahy City government presented here. Joe Nocella, Finance Director, can be reached at 626-579-6540 X3251 or by mail at 1415 Santa Anita Ave., South El Monte, CA 91733.

IT Systemhouse currently has an IT Department outsourcing contract with the City of Cudahy. The contract allows the City to receive Fortune 500 level IT services without having its own IT staff/department. IT Systemhouse provides the City with a Help Desk, wired network/wireless network/firewall/internet connection management, file/storage/network server management, remote and on-site desk side user support, vendor management, technology consultation, and telecom management. The City's network is under 24 hours/7 days monitoring. Saul Bolivar, Director of Community Development, can be reached at 323-773-5143 X238 or by mail at 5220 Santa Ana St., Cudahy, CA 90201.

IT Systemhouse currently has an IT Department outsourcing contract with the Arcadia Chamber of Commerce, funded by the City of Arcadia. The contract allows the Chamber office to receive Fortune 500 level IT services

without having its own IT staff/department. IT Systemhouse provides the office with a Help Desk, wired network/wireless network/firewall/internet connection management, file/storage/network server management, on-site desk side user support, remote user support, vendor management, technology consultation, and telecom management. The Chamber office's network is under 24 hours/7 days monitoring. Scott Hettrick , CEO, can be reached at 626-447-2159 or by mail at 388 W. Huntington Dr. Arcadia, CA 91007.

**Pacifica Services Inc., in Pasadena,** a construction management firm, specializes in multi-million dollar public funded projects for clients like Los Angeles Unified School District is an IT Department outsourcing customer of IT Systemhouse. Pacifica staff enjoys the same level of services provided to the Cities. Jeff Camacho, Senior Vice President, can be reached at 626-405-0131 or by mail at 106 S Mentor Ave., Pasadena, CA 91106.

**Atlantic Health Services in Long Beach** is a Los Angeles County Health Services funded substance abuse counseling agency with over 20 locations in Los Angeles County and IT Systemhouse is their IT Department. Kwesi Addison, Controller, can be reached at 562-436-3533 or by mail at 944 Pacific Ave., Long Beach, CA 90813.

**Additional client references:**

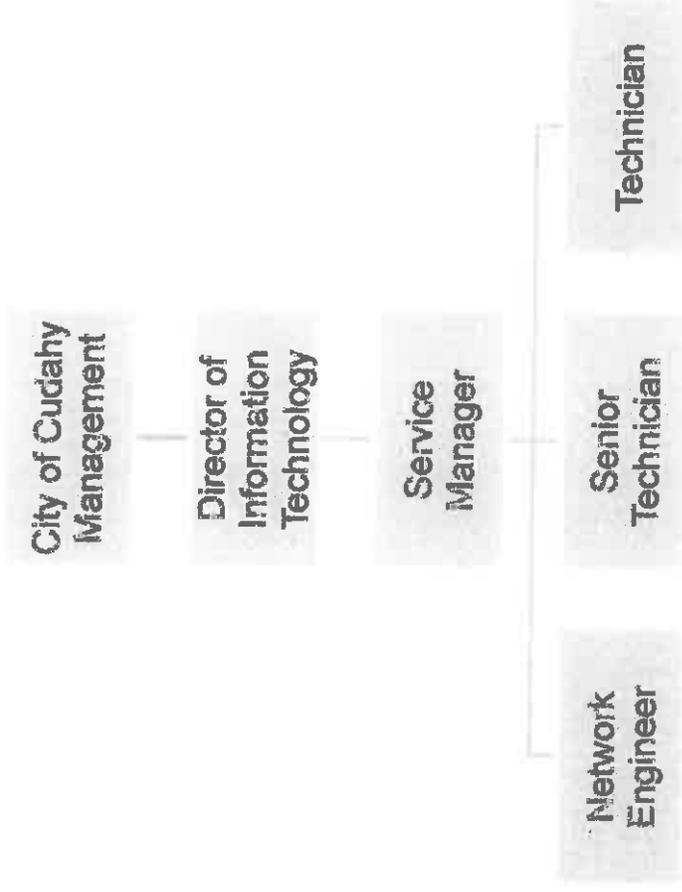
- Sylvia Duran, CEO, Arcadia City Federal Credit Union  
45 Huntington Dr. Arcadia, CA 91006 626-447-0626
- Jeff Valdez, CEO, Max 360 Entertainment  
8201 Beverly Blvd., Los Angeles, CA 90048 323-518-1206

## **Insurance**

Attachment E is a copy of IT Systemhouse's current insurance certificate. Due to limitation on the number of pages allowed, full copy of the policy will be available when requested by the City. Prior to the beginning of and throughout the duration of the work, IT Systemhouse will procure and maintain policies of insurance that meet the requirements and specifications set forth under Article III, Insurance listed on P. 11 and 12 of the sample contract.

# Attachment A

# City of Cudahy IT Team



# Attachment B



## CLIENT ACCESS PORTAL LOGIN

User Name:

Password:

Remember My User Name

Keep Me Logged In on this Computer

**LOGIN**

[Forgot your password?](#)

[Reset your password](#)

# Attachment C

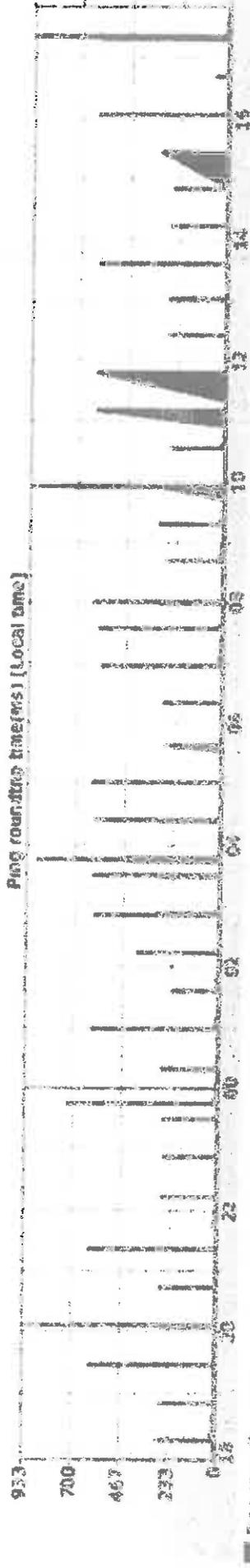
Monitor information | Deactivate | Delete | Properties | Search log | Simulate alarm | Test now

Name	Object	Type	Alarms	Created date
IP	192.168.1.1	Ping	0	2011-06-03 17:44:36
Alert interval	Alert interval	Send back	Alert interval	Alert interval
50	600	0m 22s (18473)	2011-08-08 17:52	Same as object
Time to connect alarm status				Same as object

ad 22h 58m  
 Remaining Percentage Roundtrip Packetloss  
 1 m 0.00 %

Alarm history

- 2011-08-03 17:52:45 Monitor ok
- 2011-08-03 16:53:26 Failed to resolve IP to host.
- 2011-07-25 14:51:40 Monitor ok
- 2011-07-23 11:08:46 Failed to resolve IP to host



# Attachment D

**Kevin K. Lee**

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**Objective**

**A challenging Information Technology management position**

**Profile**

- Over 20 years of IT experience, more than 16 years at senior level as a member of the management team in the healthcare industry including two public hospitals.
- Ability to direct complex projects from concept to fully operational stage.
- Goal-oriented with strong leadership and hands-on skill.
- Organized, highly motivated, and detail-directed problem solver.
- Proven ability to work in unison with staff, co-workers, and management.

**Education**

**B. S. Electronics and Computer Engineering Technology**  
California State Polytechnic University, Pomona

**Employment**

**CEO/Senior Consultant 2009-present**

**IT Systemhouse, Inc., Arcadia, CA**

- As the CEO, manages this IT consulting firm serving small and medium size businesses with their technology needs.
- As a senior consultant, serves as an IT Director for the clients.
- Manages vendor relationship and customer retention.

**Managing Partner 2007-2009**

**BCS Infosys, LLC, Alhambra, CA**

- Provided offshore open source Linux/Apache/MySQL/PHP based application development services to business clientele. Managed client projects from concept to fully operational stage.
- Provided IT consulting services to small and medium size businesses.

**Chief of Information Systems 2001-2007**

**LA County Department of Public Health, Commerce, CA**

- As the Chief of Information Systems and Acting Chief Information Officer, managed the operations of the technology division of the department with over 3,000 employees.
- Managed the IT infrastructure project funded by the 9/11 federal grant.
- Ensured effective delivery of high availability clinical applications, administrative systems, and IT services including data centers, cabling infrastructure, wireless systems, and telephone PBXs.
- Managed the application development team. Directed the design, implementation, and support of servers, Internet, wide area network (WAN), and local area network (LAN).
- Directed the staff to plan and develop fiscal spending plans related to areas of responsibility. Supervised IT purchasing and asset tracking.

**Director of Information Systems 1998-2001**

**LA County Office of AIDS Programs and Policy, Los Angeles, CA**

- Served as the Director of Information System, managed the technology division for the office with over 200 employees responsible for \$85 million federal grant funding.
- Ensured effective delivery of AIDS case management system, various administrative systems, and IT services including data center, cabling infrastructure, and telephone PBX.
- Managed the application development team. Directed the design, implementation, and support of servers, Internet, wide area network (WAN), and local area network (LAN).
- Planned and developed fiscal spending plans related to areas of responsibility. Supervised IT purchasing and asset tracking.

**Director of Information Systems 1996-1998**

**LA County Rancho Los Amigo Medical Center, Downey, CA**

- Served as the Director of Information System, managed the information systems division of this 395 bed rehabilitation center.
- Ensured effective delivery of high availability Hospital Information System and various administrative systems plus IT services including data centers, cabling infrastructure, wireless systems, and telephone.
- Managed the application development team. Directed the design, implementation, and support of servers, Internet, wide area network (WAN), and local area network (LAN).
- Directed the staff to plan and develop fiscal spending plans related to areas of responsibility. Supervised IT purchasing and asset tracking.

**Manager of Network Computing 1995-1996**

**LA County King Drew Medical Center, Los Angeles, CA**

- As the Manager of Network Computing, supervised the operation of the unit within the Information Systems Division of this 537 bed hospital. It is the only level one trauma center in the region.
- Coordinated and participated in the analysis, design, implementation, and maintenance of various data system networks including wide area network (WAN) and local area network (LAN).

**Manager of Network Services 1989-1995**

**LA County Department of Health Services, Los Angeles, CA**

- As the Manager of Network Services, supervised the operation of the Netware Systems Team, UNIX Systems Team, and PC Systems Team. Coordinated and participated in the analysis, design, implementation, and maintenance of various data systems networks including wide area network (WAN) and local area network (LAN).

**Project Engineer 1989-1989**

**Vector Electronics Company, Inc, Sylmar, CA**

- Participated in the design and development of a rack mounted industrial IBM compatible PC. Developed software for automated test systems. Established test procedures for test technicians.

## Michael J. Lucas

### **Objective:**

*Seeking a rewarding and challenging career in a dynamic environment with potential for personal and professional growth.*

### **Vocational Experience:**

**Firm: IT System House Inc, Arcadia CA 91006**

**Title:** Manager Network Services

**Employed from:** 2012 - Present

**Job Duties:**

Oversee a team of qualified technicians to assist client needs in the following area's: VOIP, Windows Server Maintenance, ISP Changeovers, Security Audits and network management and maintenance. Worked with clients such as Chambers of Commerce, City Halls and regional business. Responsibilities included but are not limited to, router and firewall configuration, network capacity and growth strategies, working with HR departments to meet compliance criteria for the given client, decommissioning old servers and equipment while replacing it with newer equipment. Attend weekly company meetings to focus on target markets, client tech issues, attend client meetings to analyze critical areas of support.

**Firm: Dental Systems, Inc Baytown, TX 77522**

**Title:** IT Specialist

**Employed from:** 2011 - 2012

**Job Duties:**

Remote worker specializing in troubleshooting connectivity issues for a staff of 40 employees all who work from home. Including setup and troubleshooting of home users internet equipment to connect to a VPN. Flew to Texas a number of times to help install new servers in our data center. Responsible for admin, and backup of our virtual machine server running Ubutnu Server as well as admin of our Windows SBS2003 Domain Controller. Assisted in the creation of new corporate security policies and practices as they relate to VPN connection, server authentication and IP phone encryption schemas.

**Firm: Personal Computer Solutions Monterey Park, Ca 91754**

**Title:** Operations Manager

**Employed from:** 2009 - 2010

**Job Duties:**

Negotiate computer and security contracts with clients. Install, maintain and repair clients networks and security systems. Manage and train technicians working with a broad spectrum of computer and security related problems, from personal laptops to corporate networks. Interface with regional Chambers of Commerce to establish new relationships with local businesses in order to expand service coverage.

**Firm: Atlantis Softech**

**Title:** Independent Consultant

**Employed from:** 2007 - Present (Freelancing)

**Job Duties:**

Generate personal clients in need of computer expertise. Developed firm customer relationships. Analyze case specific diagnostics, and repair accordingly. Identify improvement variations with clients to enhance their technology, and increase user friendliness. Support clients in the use and learning of new systems. Developed and maintained custom databases, websites and internal applications. Provide technical support, on-site support, technical training and systems analysis and documentation.

**Firm:** *The Fabulous Palm Springs Follies* Palm Springs, Ca 92262

**Title:** MIS Technician

**Employed from:** 2007 (6 months)

**Job Duties:**

Maintain and repair corporate network of PC and MAC computer interfacing with users, to solve problems in a unique environment. Desktop, laptop and service maintenance, as well as backup operations and data recovery techniques. Designed, implemented, deployed, and manage open directory infrastructure. Executed company transition from Microsoft Entourage to Apple Mail for IMAP connectivity and web mail access. Maintain a static IP network with a reserved DHCP pool for mobile users and visitors. Configured and setup share-points and user access privileges.

**Firm:** *Circuit City* Walnut Ca, 91788

**Title:** Computer Technician

**Employed from:** 2006 - 2007

**Job Duties:**

Refurbished customer returned laptop and desktop computer systems for resale. Assembled and upgraded new working units from broken or malfunctioning units. Replaced or repaired LCD's, motherboards, hard drives and optical drives. Verified new system stability and operations prior to and after upgrades and repairs have been initiated. Inspected and certified each system before listing it for sale on the company e-commerce store presence. Time management, good organizational skills and the ability to work with others greatly increased department coherence.

**Firm:** *Pacific Monarch Resorts, Inc.* Costa Mesa CA, 92135

**Title:** Assistant Regional Operations Manager

**Employed from:** 2002 - 2004

**Job Duties:**

Managed relationships with outside vendors by conversing, providing faxes, and technical support; serving as the primary point of contact. Responsible for generation, maintenance and growth of master lead database. Programmed various reports using Microsoft Office applications and programming languages including but not limited VB and VBA scripting, custom module coding and database design. Assumed lead role in the training of employees on various office systems. Assisted with managing the data entry department and creating new data entry systems to ease work-flow.

**Firm:** *Calico Brands, Inc.* Corona, CA 91719

**Title:** MIS Coordinator

**Employed from:** 2000 - 2001

**Job Duties:**

Responsible for the day-to-day operation of the computer network. Provided technical support to east coast employees. Monitored and administered the EDI system for electronic invoicing of companies. Coordinated the creation of the inventory database of all software licenses, miscellaneous computer hardware and software. Primary point of contact for all computer and EDI based problems and solutions. Configured and implemented cc:Mail, VPN conduits and ISDN connections for remote users. Systems management and database design played a large role in the overall development of new work-flows for employees.

**Firm:** *PC Castle Inc.* La Puente, CA, 91744

**Title:** PC Technician

**Employed from:** 1997 - 2000

**Job Duties:**

Responsible for building customized desktop and server based PC's on a per-order basis. Provided over the phone technical support and on site technical support and installation of PC and mid to large size server/workstations. Executed troubleshooting and diagnosis of PC's/Severs and repair services. Software installation, troubleshooting and conflict negotiation were key techniques used in order to establish a baseline for system performance and stability. Lead technician in a 3 man shop required management skills and the ability to lead and supervise others.

**Firm: United States Navy AIMD NASNI, San Diego CA, 91235**

Honorable Discharge

**Employed from:** 1996 - 1997

**Title:** Aviation Electronics Technician ATAA

**Job Duties:**

Repaired / Maintained FLIR and Radar systems. Installed Maintained and Administrated the base-wide computer network. Directed a 5-man work crew on the maintenance of the network. Installed and upgraded computer programs and hardware. Issued telephone and personal technical support. Coordinated the integration of new systems into the Local Area Network. In depth networking including DNS zone transfers, IP address assignment, integration with Novell Directory Structure in order to provide sub-netting resulting in fewer collision domains within the LAN. Integrated wireless networking in the form of microwave and satellite communications systems in order to maintain fleet communications readiness.

**Education:**

\*ITT Graduate, BSISS completed June 2008, GPA 3.73

\*Completed 3 yrs at Mt. San Antonio College (Computer Information Systems)

\*MCSE Training Completed April, 2000

\*Earned Cert. of Completion U. S. Navy, Common Core Electronics May, 1996

\*Earned Cert. of Completion U. S. Navy, Intermediate Level Electronics Sep, 1996

\*Earned Cert. of Completion U. S. Navy, Total Quality Leadership Dec, 1996

**Skills:**

Workstation / Server Configuration and Repair

Various Network Management / Installation

Microsoft Windows 2000, XP, Server, Vista, 7

EDI Configuration and Setup

Lotus CC: Mail, Notes configuration

Visual Basic Programming, VBA Programming

Mac OS 9 and Mac OS X, X Server Administration

Unix/Linux systems (Fedora, Solaris, SuSE)

Kerio Mail Server Administration

SQL Server Administration and Database Design

LDAP / Open Directory / Administration

SonicWall Configuration and Administration

Derek C. Nelson

**SKILLS:**

**Operating systems:**

Microsoft Windows 95 – 2000 / NT / XP / Vista / 7 / Server 2003 / Server 2008, Macintosh OS X

**Applications:** Microsoft Office, Intuit Quickbooks, Sage Abra,

**EMPLOYMENT**

- 2009-Present**      **Service Manager, IT Systemhouse, Inc.**  
Oversee and manage client service requests. Coordinate implementation of projects. Perform on-site visits to client locations to perform service requests as needed. Configure and deploy remote management software packages on client machines.
- 2007-2009**      **Senior Service Technician, Personal Computer Solutions**  
Service, diagnosis, and repair of customer computer systems. Perform on-site repairs and network setup.
- 2005-2007**      **Service Technician, All Car Specialists, Inc.**  
Service, diagnosis, and repair of customer vehicles. Explanation of diagnosis and needed repairs to customers.
- 2004**            **Returns Processor, LandAmerica / Lereta corp.**  
Receive returned Real Estate Tax payments from tax collectors. Researching loan history and status to determine necessary course of action. Research and verification of tax amounts currently due. Preparation of corrected payments returning to the tax collector including requesting additional funds as necessary.
- 2003**            **Check Request Processor, LandAmerica / Lereta corp.**  
Quality control for check requests submitted to accounting department. Verification of correct payee information on form and confirmation of funds available according to the general ledger and / or provided documentation.
- 2001-2003**      **Check Cutter, Interlink Mortgage Services, Inc.**  
Review documents to be sent for recordation at county recorder's office. Assess needed fees and cut checks accordingly. Prepare documents for recording as necessary.
- 2001-2002**      **Manager/Researcher-Documents Unit, Nationwide Title Clearing**  
Overseeing production for unit. Training of junior personnel. Handling account-specific client services including coordination with Client Foreclosure and Legal Departments concerning priority operations. Utilizing the Internet and other resources to locate contact information for banks and mortgage companies.
- 2001**            **Consignment Writer, Manheim's L.A. Dealer Auto Auction.**  
Inspection of Incoming vehicles for auction. Documentation of vehicle information for files. Driving duties, including auction lot organization.
- 1997-2001**      **Service Technician, Saturn of Alhambra**  
Service, diagnosis, and repair of customer vehicles. Explanation of diagnosis and needed repairs to customers.

**EDUCATION**

- 2008**            Completed CompTIA A+ certification course.
- 2000**            Specialized Electrical Training, Ontario, CA.
- 2000**            Saturn L-Series Technical Training, Ontario, CA
- 1999**            Saturn Technical Training, Spring Hill, TN
- 1993-1996**      Pasadena City College, Pasadena, CA
- UC transfer curriculum, Philosophy and History
- 1992-1993**      Rio Hondo Community College, City of Industry, CA  
Automotive Technical Training

# Attachment E

**Declarations Page**

HARTFORD FIRE INSURANCE CO.  
HARTFORD PLAZA, HARTFORD, CT 06115

**This is a claims first made and reported in writing policy. Claim expenses are included within the limits. Please read the policy carefully.**

Policy Number 00 TE 0281546-13 Renewal of Policy Number NEW

1. **Named Insured** IT SYSTEMHOUSE, INC  
Address 500 N. FIRST AVE. #7  
ARCADIA, CA 91006

2. **Policy Period** Start Date 10/24/13 End Date 10/24/14  
at 12:01 a.m. standard time at the address shown in item 1 above

3. **Retroactive Date** 10/24/13  
If the space above is left blank, coverage does not apply to any glitch committed before the Start Date stated in item 2 above.

4. **Limits of Liability**  
Each Glitch Limit \$ 1,000,000  
Aggregate Limit \$ 1,000,000

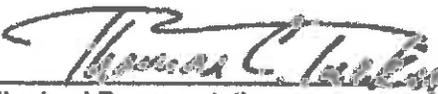
5. **Retention Each Glitch** \$ 2,500

6. **Premium** \$ 700.00

7. **Forms and Endorsements:** This Declarations page, the policy and endorsements listed below and all changes later added to the policy by us in written endorsements constitute the entire insurance policy:

SEE ENDORSEMENT A - SCHEDULE OF FORMS AND ENDORSEMENTS

8. **Producer Name** 91676  
BIN INSURANCE HOLDINGS LLC  
**Address** 1301 CENTRAL EXPY SO, STE 115  
ALLEN, TX 75013

Countersignature:   
Authorized Representative

Date: 10/24/13

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER: 46 SBM ZJ3905**

<b>BUSINESS LIABILITY</b>	<b>LIMITS OF INSURANCE</b>
<b>LIABILITY AND MEDICAL EXPENSES</b>	<b>\$2,000,000</b>
<b>MEDICAL EXPENSES - ANY ONE PERSON</b>	<b>\$ 10,000</b>
<b>PERSONAL AND ADVERTISING INJURY</b>	<b>\$2,000,000</b>
<b>DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES</b>	<b>\$1,000,000</b>
<b>AGGREGATE LIMITS</b>	
<b>PRODUCTS-COMPLETED OPERATIONS</b>	<b>\$4,000,000</b>
<b>GENERAL AGGREGATE</b>	<b>\$4,000,000</b>
<b>BUSINESS LIABILITY OPTIONAL COVERAGES</b>	
<b>HIRED/NOT-OWNED AUTO LIABILITY</b>	<b>\$2,000,000</b>
<b>CYBERFLEX COVERAGE</b>	
<b>FORM SS 40 26</b>	

**FEE PROPOSAL  
PROFESSIONAL CONSULTANT SERVICES  
FOR INFORMATION TECHNOLOGY SERVICES**

*Requested By  
City of Cudahy*

December 16, 2013



## **Service Fee**

**IT Systemhouse, Inc. will provide the proposed Professional Consultant for Information Technology Services at a cost of \$3,200 per month.**

Included with the service contract is a set of **unlimited as needed hours of on-site and remote technical services plus 32 hours of Information Technology Director Services per month.** All on-site and remote technical services will be conducted during City Hall's normal business hours. Remote monitoring services will be performed 24 hours 7 days a week.

Jobs performed after hours, on weekends and holidays initiated and requested by the City are optional. They will be billed at \$76 per hour, 20% off the regular rate of \$95. Special project will be billed at \$76 per hour or at a fixed project price agreed by the City and IT Systemhouse at the time. Examples of special projects are 1) pulling new computer cable, 2) Implementation of a new financial system, 3) Relocate offices.

# **EXHIBIT C**

**Ricoh USA, Inc.**  
**submitted on December 20, 2013 at 3:06 p.m.**

# Questions Submitted by Ricoh, USA, Inc.

Our professionals have developed these questions:

1. Is city management familiar with the WSCA / State of California contract and would city management prefer to utilize this existing agreement?
2. What is the current processing environment (PC, Mac, etc...)?
3. What level of support is expected in regards to performing network management functions such as telephony and voicemail interfaces to network?
4. Regarding maintaining a clean work environment in the computer room.
  - a. Are there expectations to perform ongoing cable routing?
  - b. Are we also expected to perform dusting or other housekeeping services in the computer room?
5. What types of firewalls are currently utilized?
6. How does city management currently surveillance the network and systems after hours?
7. In regards to the task, "troubleshoot onsite, field office and remote staff problems as needed:"
  - a. For example, do you expect a professional on site at all times (24/7) to care for these tasks?
  - b. Please define "onsite" and expectations.
  - c. Define "24/7" in terms of "onsite" and "at remote" surveillance?
8. In terms of hardware and software, (servers, firewalls, desktops, laptops, phones, scanners, tablets, printers, standard network devices, software, etc...) please define the types, and name the brands that you will expect service.
  - a. May city management provide the results of the workplace survey that was utilized to develop the RFP? This document typically details the current IT environment and specifies all hardware, software, etc. that were taken into consideration during the development of the RFP.
9. What back-up solution is there? Please elaborate on the type of system (example: data, and/or image back-up).
10. Clarification on the cloud, and servers.
  - a. What cloud, and servers are there?
  - b. What type of support is expected?
  - c. What applications are connected to the cloud and servers?
  - d. What do they contain that requires management?
11. What is the scope of service expected for the Simple Mail Transport Protocol (SMTP)?
12. Will support be required for any emergency services areas? If so, at what level?

**13. Is there an incumbent service provider at this point and have they committed to a smooth transition?**

**14. Will the winner of this RFP be expected to manage the relationship with third party software/hardware providers in respect to software/hardware issues that arise?**



**Ricoh USA**

*Response to*

*City of Cudahy*

*Request for Proposal  
Professional Consultant Services for  
Information Technology Services*

*Prepared by:*

**Vincent Velasquez**  
District Sales Manager  
**RICOH AMERICAS CORPORATION**  
5220 Pacific Concourse Drive #160  
Los Angeles, CA 90045  
Phone: (310) 844-0084  
E-mail: [vincent.velasquez@ricoh-usa.com](mailto:vincent.velasquez@ricoh-usa.com)  
*December 20, 2013*

**RICOH**  
imagine. change.



## About Ricoh

Ricoh USA, Inc. is a comprehensive resource for Ricoh Company's full line of office equipment and services in the United States. Ricoh has more than 700 direct branch and authorized dealer locations in the U.S.

Ricoh Americas is the Americas sales and marketing unit of Ricoh Company, Ltd., established in Tokyo, Japan in 1936. Ricoh Company, Ltd. is a Fortune Global 500 company specializing in technology and services that transform high volume, document intensive business processes into more efficient ones. The majority of the company's revenue comes from products, solutions and services that improve the interaction between people and information. Ricoh also produces award-winning digital cameras and specialized industrial products. It is known for the quality of its technology, the exceptional standard of its customer service and sustainability initiatives.

Under its corporate tagline, "imagine. change." Ricoh helps companies transform the way they work and harness the collective imagination of their employees. Ricoh is a leading provider of digital office equipment, including color and black & white multi-functional products, printers, facsimile systems, digital duplicators, wide format copiers, digital projection systems, digital cameras and electronics. Ricoh's Managed and Professional Services and Process Automation offerings provide end-to-end solutions in document management, workflow and logistics. Ricoh provides efficient, high-quality outsourcing for a wide range of business support services. Ricoh technology is designed to empower businesses to improve critical processes, keep information secure, ensure compliance and promote environmental sustainability, while reducing total business costs. Partnering with Ricoh helps your organization minimize operating costs, eliminate the time and expense of staffing and supervision, and ultimately improve the satisfaction of customers and employees who depend on these business support services every day.

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    Proposed Staffing and Project Team ..... Error! Bookmark not defined.  
    Other Information to Include ..... Error! Bookmark not defined.  
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Web Links to additional Ricoh Information:

Ricoh Americas Corporation’s Website:

<http://www.ricoh-usa.com>

Ricoh Company Ltd, Website:

<http://www.ricoh.com>

Ricoh’s 2012Annual Report

<http://www.ricoh.com/about/sustainability/> :

Ricoh’s Environmental Portal:

<http://www.ricoh.com/environment/>

Ricoh Professional Services

<http://www.ricoh->

[usa.com/services and solutions/professional services/professional services.aspx?alnv=ps](http://www.ricoh-usa.com/services_and_solutions/professional_services/professional_services.aspx?alnv=ps)

Ricoh IT Services

<http://www.ricoh->

[usa.com/services and solutions/itservices/its\\_services.aspx?alnv=its](http://www.ricoh-usa.com/services_and_solutions/itservices/its_services.aspx?alnv=its)

## ***COVER LETTER***

---

**Angela Bustamante**

December 20<sup>th</sup>, 2013

**Deputy City Clerk**

City of Cudahy

5220 Santa Ana Street

Cudahy, CA 90201

Dear City of Cudahy Staff and Honorable Council:

Thank you for considering Ricoh Americas Inc., as a partner for your IT Services needs. We appreciate the time that you and your team were able to give us to assist us in fully understanding your current corporate goals and related requirements. However, we regret that at this time we do not have enough information to responsibly respond to your RFP. WE do believe that Ricoh is uniquely positioned to provide all of the services you are requesting but without additional information we cannot provide pricing and a proposal at this time. Therefore, we are submitting this document as a NO BID for services requested.

We clearly understand the need for fairness where it comes to the RFP mechanism. We requested clarification on a number of items and issues outlined in the TASKS section of your RFP. In your response, you stated that you were unable to provide us with the details we needed to fully respond to your request. We immediately saw this as an opportunity to provide you with expert consulting and technology services, just one of our many IT Services offerings. In the spirit of the RFP environment, you stated that you would share this information we would provide to you would be unilaterally shared with others responding to this RFP. This is not a requirement that we would choose to honor, since doing so would require us to surrender a key competitive advantage that we bring to the table.

WE recommend that the City elect to dismiss this bid and utilize the WSCA or State of California contract to procure these services with Ricoh. The WSCA agreement is a fully piggyback-able contract that includes all of the key services you are requesting. It has been fully vetted, competitively bid and negotiated by the State of California.

Ricoh is uniquely positioned to provide the services you are requesting. As a services-led organization, our focus has shifted away from commoditized office equipment to our IT and Professional Services offerings and solutions.

Regards,

**Vincent Velasquez**

District Sales Manager

**RICOH AMERICAS CORPORATION**

E-mail: [vincent.velasquez@ricoh-usa.com](mailto:vincent.velasquez@ricoh-usa.com)

## **RESERVATION OF RIGHTS**

In response to your request, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the same right. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and our proposed solution. Following bid award, we contemplate that we will both negotiate and sign, in the exercise of good faith, customary definitive agreement(s) to govern our relationship, and provide reasonable assurances of our authority to enter into such agreements. As is customary for transactions of this type, any acknowledgements that each of us have made are qualified by the right to negotiate mutually acceptable terms. Our proposal is based upon the information provided by you, and the assumptions made by us in preparing our response. Any changes to information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

## ***RICOH RESPONSE TO CITY OF CUDAHY REQUEST FOR PROPOSALS***

---

### **APPROACH**

Ricoh has partnered with Dell, CDW, TechData and other industry leading companies to provide best-in-breed IT services to the small-to-medium sized business environment. Our nationally focused organization provides a full arrange of services that include support and management of Microsoft-based workstations and servers, firewalls, servers, as well a full range of Managed IT Services.

These services include providing user-level to administrative support, both remotely and on-site for workstations, servers, virtual servers and terminal services. These offerings can range from installation to implementation to ongoing support.

### **QUALIFICATIONS OF FIRM**

Ricoh is a global information and technology company and a leader in information mobility for today's changing workforce. With a strong legacy of introducing new technologies into the workplace and a deep expertise in managing and accessing information, Ricoh is changing the way people work today with innovative products and dynamic solutions that harness the power of today's worker in a new world of work.

Established in Tokyo in 1936, Ricoh Group today operates in more than 200 countries and regions. Ricoh Americas Corporation was founded in 1962.

We provide consulting service, enterprise documentation services and technology road-mapping services that incorporate best-practices in design as described by Microsoft and other industry leaders.

We also specialize in information and resource management and data security. We help our customers maximize uptime while minimizing vulnerability to internal and external threats utilizing the latest industry certified solutions and techniques.

## **INSURANCE**

Provide a copy of the firm's current insurance certificates, as detailed in the attached sample contract.



Workers Comp.pdf



GL, Auto, 1M  
Umbrella.pdf

## **APPENDIX—EMBEDDED DOCUMENTS**

---



Ricoh NSS  
Capabilities Chart.pdf



ricoh\_netmonitorbro  
\_lr.pdf



ricoh\_remotemainbro  
\_lr.pdf



Teknoforce\_network  
\_support.pdf



Vendor Network  
Certifications.pdf

# Remote Maintenance Services

## Resolve network issues remotely, without on-site support.

If your organization is like most, the devices connected to your network often require assistance from certified IT engineers at a moment's notice. But on-demand, on-site technical support is expensive — and it does not happen immediately.

Remote maintenance services from the RICOH® Network Support Services group enable you to resolve a wide range of common IT problems without on-site help. You simply make a phone call and our service experts tackle the issue immediately. Specifically, we establish a secure, one-time connection to your network, which allows us to analyze connected servers or PCs remotely and perform repairs in minutes — with no waiting.

This approach is significantly faster than requesting an on-site technician for every problem. As a result, your maintenance issues are resolved in minutes — not hours — which increases overall productivity. Remote maintenance is also much more affordable than on-site help, because it eliminates the cost of the engineer's travel time. For smaller and medium-sized businesses, remote maintenance is also more cost effective than hiring permanent IT staff to perform these same tasks on-site.

### Powerful desktop sharing capabilities

Remote maintenance starts with a call to our help desk, where you have a brief consultation with an industry-certified IT technician. This enables us to determine whether your specific issue can be solved remotely. If so, the technician directs you to a secure Web site where we establish a secure, encrypted HTTPS tunnel to your network. This tunnel is firewall and proxy friendly, and requires no configuration on your end. It simply facilitates a one-time session and is terminated when the session ends. This is critical, because it assures remote maintenance customers that sessions do not compromise your network's integrity or create points of vulnerability.

At this point, our IT engineers engage advanced desktop sharing software tools to take control of your server or workstation over the Web. With this solution — the same one used by a majority of Fortune 1000 IT organizations — our engineer receives an identical video signal as your server or PC, from a remote monitor. Even more important, the Ricoh engineer can interact with your computer as if sitting in front of it.

Most of the time, the actions required to fix the problem can be performed in the background, while an end-user continues to work in a different application. Plus, remote maintenance is completely transparent to you. Each customer must authorize the remote session to ensure security, as well as specify security permissions and, if necessary, restrict the engineer's access to unrelated files or folders. You can also view a real-time log of the technician's actions, so nothing is hidden.

### Fast results for common maintenance issues

Our remote maintenance technicians can fix an incredibly wide range of problems through desktop sharing, from simple adjustments of software preferences to more complex manipulations of back-end configurations.

The top five most common issues we address are:

- Installing and configuring a virtual private network (VPN) connection
- Configuring and troubleshooting Microsoft® Outlook (email application)
- Installing print drivers
- Troubleshooting Internet connectivity
- Configuring and troubleshooting wireless network connections

### Learn more today

For more details about remote maintenance services from the Ricoh Network Support Services group, please contact your local representative or visit [www.ricohbusinesssolutions.com](http://www.ricohbusinesssolutions.com) and click on IT Services.



Resolve a vast array of IT problems without the need for on-site help by contacting Ricoh's service experts via phone or by visiting the Ricoh business solutions website.

# RICOH

[www.ricohbusinesssolutions.com](http://www.ricohbusinesssolutions.com)

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Printed in U.S.A. on recycled paper because Ricoh cares.

# Ricoh Teknoforce Labor Support Plans



The Teknoforce team establishes a secure connection with your PC or servers to diagnose and resolve many issues remotely—without the cost of a service call.

## Cost-Effective Network Defense

Today's IT departments are managing larger networks, more users and more complex environments with fewer resources than ever. Smaller organizations must maintain business continuity and uptime without dedicated IT staff. Across the board, security threats are increasing and budgets keep shrinking. Teknoforce Labor Support Plans from RICOH® offer a practical solution. Available in eight affordable options, these plans deliver the extra IT help you need—exactly when and where you need it.

## Fast, Flexible Support

Teknoforce Labor Support Plans let you deploy our IT experts to assist with a wide range of support services as your needs dictate.

- Detect potential failures, memory problems and other issues before critical errors occur with remote Windows® server monitoring. Teknoforce Help Desk technicians solve the majority of issues remotely.
- Combine remote monitoring with on-site support to resolve problems that require hands-on maintenance. Our technicians receive alerts via e-mail, travel to your facility and resolve the issue—an ideal situation for errors that occur overnight.
- Call on Teknoforce experts to perform a wide variety of IT services, from PC maintenance to security analysis to network design, installation and configuration.
- Get instant help during peak periods, transitions, upgrades or other critical times. Offloading tasks to Teknoforce frees up your department to focus on top priorities.



On-site support is delivered by highly qualified IT professionals who are dispatched immediately when problems arise.

## Unparalleled Convenience

Whether you manage an IT department or own a small business, Teknoforce Labor Support Plans are a smart choice.

- Augment your existing IT team, arrange for backup support or increase your team's overall productivity—without adding headcount.
- Call our Teknoforce Help Desk and talk to an IT professional with 24/7 availability—an invaluable insurance policy for SMBs.
- Gain peace of mind and ensure continuity. The Teknoforce team frequently solves critical problems during off hours before users arrive the next day.
- Reduce total cost of ownership. Labor Support Plans offer predictable quarterly costs and let you avoid investments in management and reporting systems.
- Simplify IT management in smaller organizations with a single point of contact and accountability for all network issues.
- Consolidate support to one nationwide provider, eliminating the need to deal with multiple local vendors.

## Dedicated IT Experts

Teknoforce offers what few others can: extensive national coverage with local support, plus 24/7 remote monitoring and maintenance.

- Get results without a service call. The Ricoh Managed Services Operations Center resolves up to 76% of calls remotely.
- Expect rapid response virtually anywhere in the U.S. from more than 1,500 technicians with more than 2,000 IT certifications.
- Eliminate wait-time. Users get help instantly with remote maintenance. We use the BOMGAR desktop sharing tool, an industry standard among Fortune 1000 IT departments.

### Labor Support Plan Options\*

#### Bronze (40 hours/year)

- One probe for remote Windows server monitoring
- 10 hours/quarter on-demand IT maintenance via remote Help Desk or on-site field technician

#### Silver (80 hours/year)

- One probe for remote Windows server monitoring
- 20 hours/quarter on-demand IT maintenance via remote Help Desk or on-site field technician

#### Gold (160 hours/year)

- One probe for remote Windows server monitoring
- 40 hours/quarter on-demand IT maintenance via remote Help Desk or on-site field technician

#### Unlimited

- Minimum 50 devices
- Advanced monitoring probe
- Unlimited hours/quarter on-demand IT maintenance via remote Help Desk or on-site field technician

Remote Service Plans\* are also available

\*All plans require a one-year commitment.

**RICOH**  
www.ricoheteknoforce.com

Bringing Ricoh Value to Your Organization  
Ricoh technology offers a diverse portfolio of solutions to help your organization stay competitive and move ahead. Let Ricoh show you how to empower your business to improve critical processes, keep information secure, ensure compliance and promote environmental sustainability while reducing the total cost of ownership.

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**TEKNOFORCE**  
For more information: 1-877-32-FORCE

# Network Monitoring Services

## The best defense against network downtime

In today's competitive business environment, any amount of network downtime can damage your organization. According to recent research, the cost of a single hour of network downtime in a typical business may run as high as \$1,000 per workstation. Long-term effects on revenue and customer satisfaction can be even more devastating.

With network monitoring services from the RICOH® Network Support Services group, you can help ensure high network uptime and cost-effective results. In large organizations, these services allow you to offload the burden of constant network monitoring from your IT department. In small and medium-sized businesses, these services let you enjoy the advantages of high uptime — without investing in the technology and significant human resources required to make it happen.

In all cases, our teams of network experts monitor your network 24/7 to identify and resolve potential issues before they result in downtime, so you can rest assured that your network is running smoothly. This proactive approach also lets you avoid the pain and costs associated with launching into "reactive mode" only after a crash occurs.

### Proactive network monitoring

We monitor the activity on your network from the Managed Services Operations Center (MSOC), a state-of-the-art facility located in Atlanta. Experts in network maintenance keep tabs on all the activity on your network with 24/7 coverage. If we detect suspicious activity, we can either notify your IT teams to solve the problem or resolve it remotely.

### Advanced technology for network analysis

With our sophisticated monitoring software, we can establish performance thresholds for all your connected hardware assets, and then receive notification when these thresholds are exceeded. For example, if CPU activity on a server spikes for more than four minutes, this indicates the server will likely crash soon. At this point, we receive an alarm via large screen display, email, or text message and we can intervene to correct the problem before the server crashes.

This proactive approach minimizes interruptions and maximizes your network uptime. Through ongoing data collection and analysis, our MSOC teams can fine-tune thresholds based on your actual network activity and predict a variety of issues with even greater accuracy.

### Reporting results in real-time

To ensure complete transparency, Ricoh provides network monitoring customers with real-time updates of network activity, events, and issue resolutions via Web-based dashboards. We also create hourly reports and performance logs, which we post to a secure Web site where they remain available for you to review at any time.

## Wide range of services

Ricoh can monitor virtually any aspect of your network infrastructure, including all of the following:

### Windows Server Monitoring

- CPU, memory, and disk utilization
- Event logs
- Processes
- Application services
- Printers
- Windows NT performance
- Files and directories
- Reboots
- Active Directory events

### Network Monitoring

- Interface traffic
- Connectivity based on ports (FTP, SMTP, HTTP)
- SNMP information

### Application Monitoring

- Microsoft Exchange
- Lotus Notes
- Microsoft SQL
- Oracle
- Sybase
- Informix
- Citrix
- WebLogic
- Remedy

## Learn more today

For more details about network monitoring services from the Ricoh Network Support Services group, please contact your local representative or visit [www.ricohbusinesssolutions.com](http://www.ricohbusinesssolutions.com) and click on IT Services.



Ensure that your network will experience only minimal downtime while producing cost-effective results when you utilize Ricoh's network monitoring services.

# RICOH

[www.ricohbusinesssolutions.com](http://www.ricohbusinesssolutions.com)

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*execute the change*

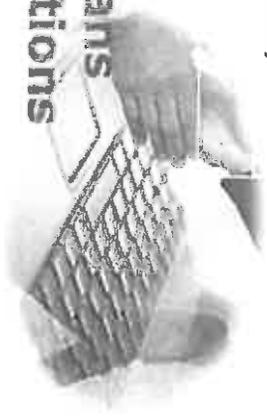
Real Enhanced Value  
REV

# Certifications

Consistent Training • Product Knowledge • Exceptional Service

Institute	Certification	Institute	Certification
CompTIA	A+	Novell	Certified Novell Admin. (CNA)
CompTIA	Network+	CompTIA	Certified Technical Trainer (CTT+)
CompTIA	Certified Document Imaging Architech (CDIA+)	Novell	Certified Novell Engineer (CNE)
Microsoft	Microsoft Certified Prof. (MCP)	Cisco	Cisco Certified Design Assoc.(CCDA)
Microsoft	Microsoft Certified System Engineer (MCSE)	Microsoft	Microsoft Certified Database Admin. (MCDA)
Microsoft	Microsoft Certified System Admin. (MCSA)	Linux	Red Hat Certified Engineer (RHCE)
SonicWALL	Certified SonicWALL Security Admin. (CSSA)	Linux	Linux+
CompTIA	Server+	(ISC)2	Certified Information Systems Security Prof. (CISSP)
Microsoft	Microsoft Certified Professional + Internet	Citrix	Citrix Certified Admin. (CCA)
CompTIA	Security+	CompTIA	Project+
Cisco	Cisco Certified Network Assoc. (CCNA)		

**Over 1750 technicians**  
**Over 2200 certifications**



### PROACTIVE SERVICES

REMOTE NETWORK  
MONITORING & ALERTS

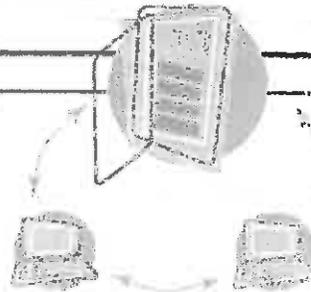
APPLICATION MONITORING

MANAGED SECURITY SERVICES

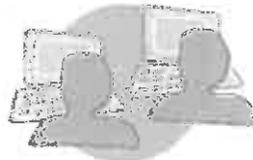
- Intrusion Detection/Prevention Services
- Antivirus & Spyware Monitoring
- VPN Management
- Patch Management

NETWORK ANALYSIS

NETWORK DESIGN



CUSTOMER NETWORK



REMOTE MONITORING  
CENTER & SECURITY  
OPERATIONS CENTER

REMOTE MAINTENANCE  
& TROUBLESHOOTING

### REACTIVE SERVICES

HELP DESK

NETWORK SUPPORT

DESKTOP SUPPORT

PRINTER MAINTENANCE

SERVER CONFIGURATION

SERVER ADMINISTRATION

SECURITY CONSULTING

- Disaster Recovery
- Business Continuity Planning
- Penetration Testing
- Forensics





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Aon Risk Services Central, Inc.		<b>NAMED INSURED</b> Ricoh Americas Holdings, Inc	
<b>POLICY NUMBER</b> See Certificate Number: 570049459999			
<b>CARRIER</b> See Certificate Number: 570049459999	<b>NAIC CODE</b>	<b>EFFECTIVE DATE</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		WC033575572 13-14 WC (CA) SIR applies per policy terms & conditions	04/01/2013	04/01/2014	
D		N/A		WC033575573 13-14 WC (FL) SIR applies per policy terms & conditions	04/01/2013	04/01/2014	
C		N/A		WC033575574 13-14 WC (MA) SIR applies per policy terms & conditions	04/01/2013	04/01/2014	
B		N/A		WC033575575 13-14 WC (IL,KY, NC,NH,U) SIR applies per policy terms & conditions	04/01/2013	04/01/2014	
C		N/A		WC033575576 13-14 WC (OR) SIR applies per policy terms & conditions	04/01/2013	04/01/2014	
D		N/A		WC033575577 13-14 WC (WI) SIR applies per policy terms & conditions	04/01/2013	04/01/2014	
B		N/A		WC033575578 13-14 WC (NJ, PA) SIR applies per policy terms & conditions	04/01/2013	04/01/2014	
B		N/A		WC033575579 13-14 WC (AZ) SIR applies per policy terms & conditions	04/01/2013	04/01/2014	



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1  
DATE (MM/DD/YYYY)  
04/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C NO. EXT):	877-945-7378	FAX (A/C NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED Ricoh Americas Holdings, Inc. Ricoh USA, Inc. (f/k/a IKON Office Solutions, Inc.) 70 Valley Stream Parkway Malvern, PA 19355	INSURER A:	Travelers Property Casualty Insurance Com	36161-001
	INSURER B:	Travelers Property Casualty Company of Am	25674-004
	INSURER C:	Tokio Marine & Nichido Fire Insurance Co.	12904-001
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 19671686 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSURED	SUBS WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			3C2JGLBA1193R908 13	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			A/S 3IWJCAP1193R853 13	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
C	UMBRELLA LIAB EXCESS LIAB			CU640216704	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Insurance

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



**SAMPLE PRICING:**

We would like to conduct a complete network assessment of your organization. The findings of this discovery will provide you with a proposal that outlines our recommendations and provide you with pricing for our Proactive IT Services. We will provide you with a snapshot of your current state, outline issues we recommend should be immediately addressed and a roadmap to achieving network security, stability and reliability. We will also include yearly service contract pricing for your Proactive and Managed IT Services. The table below provides a partial listing of our PREFERRED managed IT service offerings.

ITEM	Term of Contract	Unit Quantity	Unit Cost
Network Assessment	n/a	1 hour	125.00
Server Management	1 year	1 each	1692.96
Workstation Management	1 year	1 each	769.56
Exchange Server Support	1 year	Per mailbox	61.65
Advanced Server Support (Hyper-V)	1 year	1 each	923.40
SonicWALL UTM Management	1 year	1 each	1692.96
Backup Service (175GB min) (Premise+Cloud)	1 year	1 each	2016.00
Backup Service (175GB min) (Appliance+Cloud)	1 year	1 each	2499.00

**RESOLUTION NO. 14-03****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO MODIFY CERTAIN PARKING CITATION PRACTICES AND RELATED FEES ASSESSED BY THE CITY'S MUNICIPAL OFFICERS AND/OR CODE ENFORCEMENT OFFICERS**

WHEREAS, the City of Cudahy wishes to establish reasonable parking citation fees in the City of Cudahy; and

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

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

SECTION 1. Within 30 days of the date of this resolution, or as soon as practicable if the City's ticket processing agency requires more time for implementation, the illegal parking fees assessed in the City of Cudahy, shall be modified to reflect the following:

Section	Description	Revised fee
8-4	No parking between 3:00 a.m. and 6:00 p.m.	\$25
8-6	Driving on public property and in parks	\$50
8-7	Election day polling place parking	\$25
20-24.10(c)	No parking front or side yard	\$30
5204(a)	No tags	\$50
8-5	Unlawful parking city public ground	\$40
8-8(a)(1)	Red zone	\$30
8-8(a)(2)	Green zone (20 min. only)	\$40
22500(b)	Parking on crosswalk	\$40
22500(e)	Blocking driveway	\$40
22500(f)	Vehicles on sidewalk	\$40

22500(L)	Blocking disabled access ramp	\$200
22500.1	Parking in fire lane	\$40
22502(a)	Parking 18" from curb	\$30
22507.8(b)	Disabled parking off street	\$300
22507.8(c)	Parking disabled cross hatched boundary lines	\$300
8-8(A)(3)	Yellow zone loading and unloading 20 min.	\$30
8-8(a)(4)	White zone loading and unloading passengers	\$25
15.44.120(b)	Parking in non-designated parking area	\$30
15.44.140	Failure to park in designated parking spaces	\$30
15.44.160	No vehicle maintenance in public parking areas	\$30
15.64.010	Parking time limits	\$30
15.64.100	Parking disconnected trailer	\$30
15.65.140	Temporary no parking	\$35
22500(h)	Double parking	\$30
15.64.270	Parking on private/public property without consent	\$35
15.64.280	Parking wrong side of street	\$35
4000(a)	Expired registration	\$50
22514	Parking fire hydrant	\$50
15.76.120	Repairing vehicle on street	\$45
15.76.130	Washing vehicle on street	\$40
5200(a)	No front plate	\$40

SECTION 2. Fees associated with other categories of parking citations, as featured in the current parking citation schedule, "Notice of Illegal Parking", shall remain unchanged.

SECTION 3. All late fees associated with parking citations (in all categories) shall never exceed 50% of the original parking citations fee.

SECTION 4. In addition, the City of Cudahy shall direct the processing agency to shift of the burden of evidence in the adjudication process from recipient of the parking citation to the City of Cudahy. For illustration purposes, a parking citation file should have an accompanying photo which clearly corroborates, beyond a reasonable doubt (and not just with a preponderance of the evidence), the validity of the parking citation to a reasonable agent of the processing agency. Otherwise, the parking citation would be adjudicated immediately in favor of the recipient of the citation.

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

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 21<sup>st</sup> day of January 2014.**

**RESOLUTION NO. 14-10****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO ESTABLISH POLICY AND PROCEDURES FOR CITY SPONSORSHIP OR CO-SPONSORSHIP OF CERTAIN EVENTS HELD AT CITY FACILITIES**

WHEREAS, the City of Cudahy wishes to make City facilities available for certain governmental, informational, educational, and/or recreational events of general benefit to constituents, which would be available to all residents and which would be organized at no cost to residents; and

WHEREAS, the City of Cudahy wishes to establish policy and procedures for City sponsorship or co-sponsorship of such events held at City facilities;

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

SECTION 1. In the following specific cases, the City may elect to sponsor or co-sponsor an event at one of the aforementioned facilities, and waive the corresponding fees to attendees or organizers:

A. Neighborhood watch program or comparable public safety awareness program, in coordination with the Los Angeles County Sheriff's Department or other law enforcement agency;

B. Public policy educational and informational programs which provide helpful information to constituents about local, state, and federal laws and programs, including but not limited to, health care, education, immigration, public safety, emergency preparedness, tax policy, etc.

C. Self-help informational workshops in areas of general benefit to constituents, such as (but not limited to) financial services and banking, home buying process, time management, parenting skills, tax preparation, etc., provided that no aspect of the City's co-sponsorship shall amount to promotional activity (including advertisement) for any commercial, for-profit organizations.

D. Education-themed courses or workshops in areas such as university admissions, financial aid, college planning, career planning, test preparation, academic tutoring, science fairs, motivation talks for students, etc.

E. Student gatherings involving Cudahy youth, and focused on academic study, test preparation, study hall type environments, or an official school-sponsored event with adult supervision and clear educational purpose, by a local public school domiciled in the City of Cudahy.

F. Recreational-type events such as a community dances, as the lowest priority events vis-à-vis official city sanctioned events or any of the aforementioned categories of events, provided that the recreational event is safe, legal, clean, supervised, and open to Cudahy residents, free of charge.

In all cases, the aforementioned events shall be open to residents of the City of Cudahy at no cost to the residents. Interested parties or organizers shall first present their requests to the City Manager who shall be responsible for verifying information; ensuring compliance with the aforementioned categories; and coordinating administrative, scheduling, and/or logistical issues. The City Manager shall then present the request with his/her recommendations (including any suggested administrative or logistical conditions), to the City Council.

The City Council shall then consider the City Manager's information and recommendation; and the City Attorney's advice with respect to compliance with the form and substance of this resolution and other governing laws.

SECTION 2. This resolution shall not govern procedures for meetings involving City Council members and/or employees related to official City business. Use of facilities for this purpose shall be coordinated by the City Manager.

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

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 21<sup>st</sup> day of January, 2014.**

**Mayor Guerrero's schedule  
For Discussion Purposes Only  
21 January 2014**

Estimated Revenue	Appropriation	Surplus/(Shortfall)
<b>6,394,697</b>	<b>7,258,030</b>	<b>(863,333)</b> Per Finance Dept schedule
158,000		158,000 Per Finance Dept schedule
-	(202,500)	202,500 Under negotiation
<b>6,552,697</b>	<b>7,055,530</b>	<b>(502,833)</b>
	(150,000)	150,000 Per Finance Dept schedule
	(130,000)	130,000 Per Finance Dept schedule
	(267,500)	267,500
<b>6,552,697</b>	<b>6,508,030</b>	<b>44,667</b>

**Sub-Total Budget - General Fund**  
 Adjustments:  
 Change in estimate of litigation settlement  
 Proposed savings - new legal services contract  
**Adjusted Budget - General Fund**  
 Exclude one-time, non-recurring, non-normal items:  
 SCO Forensic Examination  
 CY - City Manager Severance  
 City Attorney Fees (in excess of revised normal)  
**Proforma Budget - General Fund**

Legal Services

Originally budgeted amount  
 Additional estimate based on current trend  
 Sub-total budget - Legal services

400,000
280,000
<u>680,000</u>

Actual legal expense - YTD Nov 2013  
 Estimate - Dec 2013  
 Estimate - Jan 2014  
 Renegotiated - Feb 2014  
 Renegotiated - Mar 2014  
 Renegotiated - Apr 2014  
 Renegotiated - May 2014  
 Renegotiated - Jun 2014  
 Actual legal expenses projected - FY13/14

330,000	
30,000	
30,000	
17,500	Under negotiation
<u>477,500</u>	

**Estimated savings (compared to original budget)**

<b>202,500</b>
----------------

Normal full year legal expenses (at proposed rate of \$17,500/ month)  
 Actual legal expenses projected - FY13/14 (see above)  
 City Attorney fees in excess of new "normal"

210,000
477,500
<u>(267,500)</u>

	Estimated FB @ 6/30/2013	Estimated Revenue	Appropriation	Surplus/ (Shortfall)	Estimated FB @ 6/30/2014
<b>General Fund:</b>					
Special Revenue Funds and Agency Fund	\$ 5,542,237	6,394,697	7,258,030	(863,333)	4,678,904
	<u>2,203,198</u>	<u>2,151,809</u>	<u>2,124,771</u>	<u>27,038</u>	<u>2,230,236</u>
<b>Proposed Estimated Revenues and Appropriations</b>	<b>8,546,506</b>	<b>8,546,506</b>	<b>9,382,801</b>		
<b>General Fund</b>	<b>\$ 5,542,237</b>	<b>6,220,197</b>	<b>6,763,030</b>	<b>(542,833)</b>	<b>4,999,404</b>
SCO Forensic Examination	-	-	150,000	-	-
CY - City Manager severance	-	-	130,000	-	-
Legal Expenses based upon current trend	-	-	280,000	-	-
Public Relations Firm	-	-	15,000	-	-
Code Enforcement (non-CDBG portion)	-	-	30,000	-	-
Engineering (transfer error)	-	-	50,000	-	-
Retirement Medical -0000-4015-6450	-	-	(90,000)	-	-
Newsletter/ webstreaming (from \$17k to \$25k)	-	-	8,000	-	-
Special event (cut \$10k)	-	-	(10,000)	-	-
Christmas party	-	-	(10,000)	-	-
Food Distribution (non-CDBG portion)	-	-	(10,000)	-	-
Student/ educational activities	-	-	26,000	-	-
Community engagement	-	-	10,000	-	-
Liability insurance/ JPIA (from \$10k to \$123k)	-	-	10,000	-	-
Revised electricity usage (unrealistic budget)	-	-	113,000	-	-
Revised water usage (unrealistic budget)	-	-	20,000	-	-
Telephone - VOIP	-	-	20,000	-	-
Sheriff Contract	-	-	(7,000)	-	-
Adjust Rental Property Business License to Actual	-	6,000	(250,000)	-	-
Reimbursement of Swap Meet revenues from Cudahy Youth Foundation	-	140,000	-	-	-
Building and planning fee increases	-	28,500	-	-	-
<b>Sub-Total General Fund</b>	<b>\$ 5,542,237</b>	<b>6,394,697</b>	<b>7,258,030</b>	<b>(863,333)</b>	<b>4,678,904</b>
<b>Use of Fund Balance:</b>					
Repayment relating to the suspension of Prop1A	-	232,107	-	-	-
Change in estimate of litigation settlement	-	158,000	-	-	-
Available fund balance	-	473,226	-	-	-
<b>General Fund - Balanced Budget</b>	<b>7,258,030</b>	<b>7,258,030</b>	<b>7,258,030</b>	<b>-</b>	<b>-</b>

Agency Fund	Estimated FB @ 6/30/2013	Estimated Revenue	Appropriation	Surplus/ (Shortfall)	Estimated FB @ 6/30/2014
<b>Special Revenue Funds:</b>					
040 Drug Assets Seizure Fund	760	-	-	-	760
201 State Gas Tax	689,355	686,000	401,367	284,633	973,988
210 I.S.T.E.A	17,077	-	-	-	17,077
221 County/ATC Gas Tax Fund	35,406	-	-	-	35,406
240 Prop 1B Local St & Road	469,146	-	-	(483,283)	(14,137)
251 Proposition C	(3,115)	338,000	483,283	86,728	83,613
252 Proposition A	401,668	424,000	375,042	48,958	450,626
253 Measure R	175,150	201,000	176,531	24,469	199,619
255 TDA	-	52,696	52,249	447	447
257 AQMD	16,876	25,080	19,200	5,880	22,756
260 Used Oil Grant	6,609	-	-	-	6,609
261 California Beverage Container	6,698	-	-	-	6,698
265 Recycling Conservation Grant	15,411	-	-	-	15,411
270 COPS	-	100,000	-	100,000	100,000
275 CLEEP	57	-	-	-	57
282 State Park Clara Grant Phase 3	282	-	-	-	282
291 State park Robert Z'Berg	(4,078)	-	2,000	(2,000)	(6,078)
300 Cal Home	140,770	-	-	-	140,770
350 Street Lighting	77,084	82,000	117,000	(35,000)	42,084
390 Quimby Act Fund	69	-	-	-	69
510 CDBG	-	449,590	256,229	193,361	114,989
<b>Special Revenue Funds</b>	<b>2,045,225</b>	<b>2,358,366</b>	<b>2,134,173</b>	<b>224,193</b>	<b>2,191,046</b>
710 Youth Foundation	\$ 157,973	110,000	42,984	67,016	224,989
<b>Adjustments:</b>					
No anticipated funding for 2013/14		(52,696)	(52,249)		
Adjustment to approved amount from LA CDC		(193,361)	-		
Revised amount of allocation		20,000	-		
Disbursement of Narcotic Forfeiture Funds		49,500	16,000		
Shortfall funding in Prop 1B fund (delay until 14/15)		-	(14,137)		
Reimbursement of Swap Meet revenues from Cudahy Youth Foundation		(140,000)	-		
Delay purchase of sports equipment until grant funding is received		-	(2,000)		
	2,203,198	2,151,809	2,124,771	27,038	2,230,236
<b>Use of Fund Balance:</b>					
Prop 1B Local St & Road		469,146	-		
		<u>2,620,955</u>	<u>2,124,771</u>	<u>496,184</u>	

**RESOLUTION NO. 14-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO ESTABLISH RULES AND PROCEDURES FOR INITIATING (AND RESOLVING) INQUIRIES INTO CITY COUNCIL MEMBER CONDUCT, AS IT RELATES SPECIFICALLY TO ANY PROVISION(S) OF THE CITY’S CODE OF ETHICS**

WHEREAS, the City Council wishes to emphasize the importance of Council Member compliance with the City’s Code of Ethics Policy (as presented in Resolution 12-13); and

WHEREAS, the City Council wishes to establish rules and procedures related to inquiries into city council member conduct, as it specifically relates to any provision(s) of the City’s Code of Ethics; and

WHEREAS, the City Council wishes to establish a process for such inquiries which is fair, efficient, and timely.

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

SECTION 1. Within 30 days of the date of this resolution, the City Council shall appoint an Ethics Commission (the “Commission”) comprised of five community members, individually “Commissioner(s)”, who are at least 18 years of age, residents of the City of Cudahy, and not members of the City Council. Each member of the City Council shall appoint one member of the Commission. Commissioners shall be appointed for a one-year term only, and shall only be replaced if they voluntarily resign from the position, or if they are unable to fulfill their obligation by missing three consecutive meetings (or three attempts to convene a meeting, by the City Attorney). The Commission shall convene at the City Attorney’s request, as needed, to deliberate on ethics investigations as prescribed below. The City Attorney shall preside at Commission meetings, but shall have no voting authority.

SECTION 2. Investigations related to a City Council Member’s potential violation of the most recent Code of Ethics related to City Council Member conduct (as presented in the City’s Municipal Code), shall proceed as follows:

SECTION 3. A City Council Member must first present an allegation to the City Attorney and the City Mayor (unless the Mayor is the subject of the allegation, in which case the City Council Member shall direct the allegation directly to the City Attorney).

The information to the City Attorney and City Mayor (if applicable) shall include a detailed summary of specific facts, any supporting documentation or materials (if available), the source of the information and materials, and a summary of the provisions in the Code of Ethics which may have been breached, in the opinion of the City Council Member presenting the allegation.

SECTION 4. The City Attorney shall review the aforementioned materials, and shall make a determination in the following areas:

- I. whether the alleged facts are specific enough to assess a potential breach of the Code of Ethics;
- II. whether the alleged facts (if specific) constitute a breach of the Code of Ethics; and
- III. whether the allegation is new and not previously adjudicated, resolved or otherwise disposed of.

The City Attorney shall then contact the City Council Member who first introduced the allegation, and the City Mayor (unless the City Mayor is the subject of the allegation), and if the aforementioned determinations are affirmative in all cases, then both Member and Mayor may elect to jointly direct the City Attorney's Office to convene a meeting of the Ethics Commission, and proceed with an inquiry into a potential breach of the Code of Ethics (the "Inquiry"). If the subject of the Inquiry is the City Mayor, or if the City Mayor is not readily and reasonably available, or if the City Mayor is not in agreement, then any two Members of the City Council may elect to jointly direct the City Attorney's Office to convene the Ethics Commission and proceed with the Inquiry. In any case, two members of the City Council must both agree on proceeding with the Commission meeting and the ensuing Inquiry, before a directive can be made to the City Attorney.

SECTION 5. The City Attorney shall then inform the implicated Council Member (who is the subject of the Inquiry) as soon as practicable, and the implicated Council Member shall have the option to participate in the Inquiry with the Commission's involvement, to allow the Commission meeting to proceed without the Member's participation in the Inquiry, and/or to appeal the decision altogether, directly to the City Council in open session. If the implicated Council Member chooses to appeal to the City Council, and bypass the Ethics Commission, then the Inquiry shall cease immediately, until such time that the City Council addresses the issue in open session. In this case, the City Council as a governing body at an open and public meeting shall decide whether or not to proceed with a meeting of the Ethics Commission and the ensuing Inquiry. In all cases, a meeting of the Ethics Commission shall precede a formal Inquiry.

SECTION 6. If the Inquiry proceeds at the City Council's direction, or with the consent of the implicated Council Member, as prescribed at section 5, then the City Attorney shall convene a closed-session meeting of the Ethics Commission, whereupon the City Attorney shall brief the Commission on the relevant facts and the ensuing

Inquiry, which shall include an interview with the implicated Council Member and any additional witnesses or participants in the alleged incident, and shall include a review of additional supporting information, documentation, and/or materials. During this first meeting, the Commission may elect (by majority of members present) to direct that the Inquiry be conducted independently, in which case the City Attorney shall engage an external investigator as prescribed at section 10.

SECTION 7. At the conclusion of the Inquiry, the City Attorney shall then present a confidential report under attorney-client privileged communication to the Commission, summarizing the facts and identifying relevant aspects of the Code of Ethics, and the Commission shall re-convene in closed session to deliberate on the City Attorney's report. The implicated Council Member shall then have the option to participate in the proceeding. At the conclusion of the proceeding, the Commission shall either (i) dispose of the matter entirely, close the case, and inform the City Council of the decision, or (ii) recommend disciplinary action to the City Council as a governing body, at which point the City Council takes up the adjudication process as stipulated at Section 8. In the event that the Commission disposes of the matter, the City Council shall retain authority to clarify any aspect of the Code of Ethics in response to the alleged incident, but shall not dispense disciplinary action towards the implicated Council Member. A disciplinary recommendation by the Commission shall precede any disciplinary action by the City Council.

SECTION 8. If the Commission recommends disciplinary action, then the City Council as a governing body at an open and public meeting shall determine whether to waive the attorney-client privileged communication described above, for purposes of publically deliberating on a course of action. In any case (including waived or sustained attorney-client privileged communication), the City Council shall determine an appropriate course of action at an open and public meeting, including any combination of the following:

- i. Imposition of an administrative fee (to the extent of economic loss incurred by the City as a direct result of the alleged incident, excluding costs of the Inquiry);
- ii. Formal warning to the implicated Council Member;
- iii. Formal reprimand or censure by the City Council;
- iv. Revision or adjustment to the Code of Ethics for clarification purposes;
- v. Disposition of the matter altogether, with no additional consequence for the implicated Council Member.

For clarification and illustration purposes only, the administrative fee could include the ordinary public facility fee foregone by the City, in a case where the implicated Council Member circumvented the facility fee altogether in violation of the Code of Ethics. However, in such illustrative example, the administrative fee would not include the cost of the Inquiry.

SECTION 9. Before any aspect of the Inquiry is addressed in a public proceeding, the City Attorney shall advise the implicated Council Member of due process considerations, and of the implicated Council Member's right to avoid participation in any aspect of the Inquiry, and to further recuse him/herself from any public proceeding involving this matter.

SECTION 10. At the request of the implicated Council Member at any time, or by directive of the Ethics Commission, or by directive from the City Council as a governing body at an open and public meeting, the Inquiry may include an external investigator who will be engaged and managed by the City Attorney's Office. In all cases, the cost of the external investigator (per Inquiry) shall be limited to the City Manager's discretionary spending limit in effect at the time of the Inquiry, unless explicitly authorized at different spending limit by the City Council.

SECTION 11. This resolution governs procedures for investigating potential violations of the Code of Ethics Policy only. Any allegations involving potential violations outside the scope of the Code of Ethics Policy, such as campaign finance and reporting requirements, political practices, and/or criminal statutes would not be addressed through the procedures enumerated in this resolution. Notwithstanding the foregoing, if the results of the aforementioned Inquiry reveal findings of fact which clearly demonstrate violation(s) of external statute(s), as per guidance from the City Attorney, the City Council as a governing body may authorize the City Attorney's Office to inform the relevant external authorities.

SECTION 12. This resolution shall take effect immediately for future Inquiries, and shall apply retrospectively (to the extent practicable) for those ongoing inquiries which have not yet been resolved as of the date of this resolution.

SECTION 13. This Resolution shall take effect immediately up its adoption, except as otherwise provided herein. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 21<sup>st</sup> day of January, 2014.**

**RESOLUTION NO. 14-07****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO ENDORSE COMPREHENSIVE IMMIGRATION REFORM IN THE UNITED STATES HOUSE OF REPRESENTATIVES DURING THE CURRENT LEGISLATIVE SESSION, WITH THE FOLLOWING LEGISLATIVE PRINCIPLES: (I) SECURITY OF THE BORDER, (II) REFORM OF THE LEGAL IMMIGRATION SYSTEM, AND (III) PATHWAY TO LEGALIZATION FOR OTHERWISE LAW-ABIDING UNDOCUMENTED IMMIGRANTS**

WHEREAS, hard working immigrants from around the world strengthen our country, enrich our culture, and raise the standard of living for American citizens; and

WHEREAS, we should celebrate our immigrant-friendly traditions as a country, and work to build a legal immigration system that reflects our values, respects our security interests, and serves our economic needs; and

WHEREAS, the United States House of Representatives should follow the lead of the United States Senate in discussing immigration reform and taking up legislation in the current legislative session, with a view towards establishing a conference committee in the current year; and

WHEREAS, the City of Cudahy is home to a large population of hard-working immigrants and their families, including a population 96% Latino in the heart of Los Angeles County, California – which together with our neighboring cities, accounts for the largest concentration of Latinos in the United States of America:

WHEREAS, the City Council of the City of Cudahy is comprised of Republicans and Democrats (including active state delegates to both major political parties), united in pursuit of bipartisan and sensible immigration reform policies; and

WHEREAS, members of the City Council have advocated for immigration reform policies historically and publically, including Republican Mayor Jack Guerrero's recent Washington, D.C., visit with House Majority Whip Kevin McCarthy, on October 29<sup>th</sup>, 2013; and Democratic Vice Mayor Chris Garcia's historical activism in this area;

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

SECTION 1. The City Council endorses comprehensive immigration reform in the United States House of Representatives during the current legislative year, with the following important principles incorporated into any contemplated legislation:

- (i) Secure the border:  
With the greatest respect for the dignity of human beings, we must secure the border once and for all by using efficient technology; facilitating collaboration between law enforcement agencies; and by shifting priorities away from border protection in foreign lands that have little relevance for U.S. interests. By redirecting resources from border protection on behalf of other countries, we can stem illegal immigration at home.
  
- (ii) Reform the legal system:  
We must revamp our legal immigration process to make it faster, orderly, and more secure; and we must enhance legal immigration levels to more closely match the human capital needs of our economy – whether in technology, agriculture, or commercial sectors in between. We must establish a streamlined process for admitting future workers to ensure that we continue to promote innovation and meet our workforce needs.
  
- (iii) Pathway to legalization:  
We must address the undocumented population by offering a narrowly defined path to earned legalization for otherwise law-abiding undocumented immigrants. This process should consist of background checks, reasonable fines, evidence of financial responsibility, recommendation letters from sponsoring U.S. citizens, and conditional requirements such as military service or university education for young people who were brought to this country through no fault of their own.

SECTION 2. A copy of this resolution shall be mailed by the City Clerk to the Offices of United States Congresswoman Lucille Roybal (D-California), United States House Speaker John A. Boehner (R-Ohio), House Majority Whip Kevin McCarthy (R-California), State Assemblyman Anthony Rendon, and State Senator Ricardo Lara.

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

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 21<sup>st</sup> day of January, 2014.**

**RESOLUTION NO. 14-08****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO ESTABLISH RULES AND PROCEDURES FOR STAFF AND CITY COUNCIL INTERACTIONS WITH THE CITY ATTORNEY'S OFFICE**

WHEREAS, the City Council wishes to improve the overall efficiency of staff and City Council interactions with the City Attorney's Office; and

WHEREAS, the City Council wishes to manage escalating legal fees;

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

SECTION 1. Beginning on the date of the next amendment to the City Attorney's professional services contract, Members of the City Council (excluding the Mayor, whose communications with the City Attorney are addressed separately at Section 5) shall limit their communications with the City Attorney's Office to comments; questions; clarifications; general legal consultation which does not require research or formal memoranda; review of pending resolutions and ordinances; and/or ongoing activities (including research) already in progress as directed by the City Council as a governing body at an open and public meeting.

- a. For clarification purposes, any active sub-committee of the City Council shall be deemed to be engaged in "ongoing activities" and consequently, shall be allowed to interact with the City Attorney to any extent reasonably necessary to advance the policy-making agenda of the subcommittee.
- b. For additional clarification purposes, a City Council Member may engage the City Attorney to review (but not to prepare or legally-research without the prior consent of the City Council as a governing body at an open and public meeting) any draft of new resolutions, or any draft of official correspondence prepared by a Council Member related to official City business within the authority of the Council Member (e.g., letter to constituent, letter to legislator/s, letter to outside agencies or committees, communications with City Manager, etc.)

SECTION 2. Notwithstanding the provisions at Section 1, no City Council Member shall direct the City Attorney's Office to conduct any new research projects, draft new city council reports, or prepare new resolutions or new ordinances, or to issue any type of legal opinion memoranda, without the consent of the City Council as a governing body at an open and public meeting. Nor shall a City Council Member direct

the City Attorney to participate in external meetings on behalf of the City, without the consent of the City Council as a governing body at an open and public meeting.

SECTION 3. Effective immediately, all interactions between the City Attorney's Office and staff (for those members of staff within the organizational jurisdiction of the City Manager) shall be managed and approved in advance by the City Manager, at the City Manager's discretion. Notwithstanding the foregoing, the City Manager may pre-approve certain routine, ordinary-course, and/or time-sensitive interactions between the City Attorney and member(s) of staff designated by the City Manager for this purpose. The City Manager shall manage City Attorney interactions with a view towards cost savings and operational efficiencies. The City Manager shall also monitor legal costs against budgeted estimates and alert the City Council of significant deviations, at both actual and run-rate levels.

SECTION 4. The Office of the City Clerk shall continue to engage with the City Attorney's Office for limited, routine, ordinary-course interactions, which fall within the scope of the City Clerk's ordinary responsibilities, such as (but not limited to) agenda compilation, Public Records Act requests, election and campaign matters, and related reporting requirements.

SECTION 5. The city Mayor shall have the same authority extended to Council Members, as described in Section 1 above. In an effort to facilitate efficient preparation of City Council meetings and corresponding agendas, the City Mayor shall have additional discretion of discussing agenda management, organization, and prioritization with the City Attorney, including review of agenda items and related supporting documentation.

SECTION 6. Notwithstanding the foregoing, only the City Council as a governing body may direct the City Attorney to initiate and respond to litigation and/or claims (whether pending or asserted), and only the City Council as a governing body may override any ongoing City Manager or City Mayor directives, through a formal action of the City Council at an open and public meeting.

SECTION 7. This resolution only governs interaction with the City Attorney's Office, and does not govern protocol for placing items on the City Council agenda. Unless otherwise restricted by the City Council as a governing body in an open and public meeting, or unless otherwise restricted in subsequent resolutions or ordinances, City Council Members are free to engage the City Clerk for purposes of placing items on the agenda.

SECTION 8. This Resolution shall take effect immediately up its adoption, except as otherwise provided herein. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof."

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 21<sup>st</sup> day of January, 2014**

**RESOLUTION NO. 14-09****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, TO TERMINATE MEMBERSHIP IN THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (THE "JPIA") AT THE EARLIEST OPPORTUNITY AS PROVIDED FOR UNDER ARTICLE 24 OF THE JPIA'S JOINT POWERS AGREEMENT ADOPTED AUGUST 12, 2011**

WHEREAS, the City of Cudahy is currently a member of the California Joint Powers Insurance Authority (the "JPIA"), subject to the Joint Powers Agreement adopted August 12, 2011; and

WHEREAS, the City Council wishes to explore alternative insurance coverage options with competing joint power authorities, municipal government insurance pools, or private insurance providers in the market, which provide a more compelling/ advantageous combination of economic and pricing factors, customer service, policy-making flexibility for the City, and training opportunities for council members and employees; and

WHEREAS, Article 24, subparagraph (c) of the Joint Powers Agreement adopted August 12, 2011 allows for withdrawal of membership as follows:

"After the initial one-year non-cancellable commitment to membership in the [JPIA] or participation in a joint protection program, a Member may withdraw only at the end of any protection period, provided it has given the [JPIA] a twelve-month written notice of its intent to withdraw from this Agreement and/or any joint protection programs in which it participates."

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

**SECTION 1.** The City Council directs the City Manager (or applicable City representative to the JPIA) to present the JPIA with a written notice of the City's intent to withdraw membership in the JPIA, and to present the written notice as soon as practicable.

**SECTION 2.** The notice should specify the City's intention to withdraw from the JPIA at the termination date allowed under Article 24, subparagraph (c) of the Joint Powers Agreement, which is described as the "end of the protection period, provided it has given the [JPIA] a twelve-month written notice", or June 30, 2015;

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Cudahy at its regular meeting on this 21<sup>st</sup> day of January, 2014.

**RESOLUTION NO. 14-11****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AUTHORIZING THE CITY MANAGER TO PROMOTE THE AVAILABILITY OF FUNDS TO COMMUNITY MEMBERS FOR GROUP FITNESS CLASSES**

**WHEREAS**, the City of Cudahy City Council desires to have health and fitness programs available for the residents of the City of Cudahy; and

**WHEREAS**, the City Council allocated funds for the City to sponsor any programs/classes to increase activities and promote a healthier lifestyle in the community; and

**WHEREAS**, the City Council wants to encourage residents of all ages to live healthy lifestyle through exercise; and

**WHEREAS**, the City Council recognizes Group Fitness classes, such as Zumba and Ballet classes, to benefit the residents in the City of Cudahy; and

**WHEREAS**, the City Council authorizes the City Manager to promote the availability of the funds to members who are fully qualified to instruct, group fitness classes, such as a Zumba and Ballet Class; and

**WHEREAS**, the City Council will make these programs/classes available to all residents at no charge to the residents;

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

SECTION 1. The City Manager is authorized to use city funds to promote Group Fitness classes, such as Zumba and Ballet, to seek qualified instructors or interested parties to hold such classes at City facilities.

SECTION 2. The City Manager shall only use up to \$ 1,500 for the expenses of Group Fitness class instructors, and any necessary equipment, supplies, and petty expenses.

SECTION 3. All group fitness classes at city facilities will be City recreation and will follow proper insurance and waiver requirements.

SECTION 4. The Group fitness classes shall be open to all residents of the City of Cudahy at little to no cost contingent on budget fund availability.

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

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 21<sup>st</sup> day of January, 2014.**